

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX

IN THE MATTER OF:

Lorentz Barrel and Drum Site
San Jose, California

Proceeding under Section 122(g)(4)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as amended,
42 U.S.C. § 9622(g)(4)

U.S. EPA Docket No. 96-01

ADMINISTRATIVE ORDER
ON CONSENT

I. JURISDICTION

1. This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, ("CERCLA"), Pub. L. No. 99-499, 42 U.S.C. § 9622(g)(4), in order to settle specified United States Environmental Protection Agency ("EPA") claims under Sections 106(a) and 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) and 9607(a). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), further delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-E (issued May 11, 1994, amended by memorandum May 19, 1995). Within EPA Region IX, this authority has been delegated to the Hazardous Waste Management Division Director by Regional Order R290.45 (October 26, 1988). The State has jurisdiction over the matters set forth herein pursuant to the California Hazardous Substance Account Act, California Health and Safety Code Section 25300 et seq. ("the California Hazardous Substance Account Act") and Section 121(f) of CERCLA, 42 U.S.C. § 9621(f). The State has claims against the Settling Parties pursuant to CERCLA Section 107(a), 42 U.S.C. § 9607(a).

2. This Administrative Order on Consent is issued to each person identified in Appendix 1 ("Respondents"). Appendix 1 is incorporated herein by reference. The list of Respondents who submit executed signature pages to this Administrative Order on Consent by the date specified by EPA is contained in Appendix 2 (the "Settling Parties"). Appendix 2 is incorporated herein by reference. Each of the Settling Parties identified in Appendix 2 certifies that, to the best of its knowledge, it contributed no more than 1.0% (25,784 barrels) of the total hazardous substances sent to the Lorentz Barrel and Drum Site in San Jose, California ("the Site"), as this information is reflected in the July 29, 1994, waste-in list, and that it contributed waste of minimal toxic and hazardous effect in comparison to the other waste at the Site. This Consent Order provides for the reimbursement of response costs which have been or may be incurred in response to releases or threatened releases of hazardous substances, pollutants or contaminants at the Site.

3. This Consent Order was executed by the Parties in good faith to avoid the expense and delay of litigation over the matters addressed by this Consent Order. Each Settling Party agrees to undertake all actions required by the terms and conditions of this Consent Order. Each Settling Party further consents to and will not contest EPA jurisdiction to issue this Consent Order or to implement or enforce its terms.

4. The Parties agree that this Consent Order is entered into without any admission of liability for any purpose as to any matter arising out of the transactions or occurrences alleged in the Order.

II. STATEMENT OF PURPOSE

5. By entering into this Consent Order, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site that allows the Settling Parties to settle their alleged liability for response costs that EPA and the State incurred or may incur at or in connection with the Site, in exchange for a release from further civil liabilities in connection with the Site, thereby avoiding difficult, prolonged, and complicated litigation among the Parties;

b. to simplify the remaining enforcement activities concerning the Site by eliminating a substantial number of parties from further involvement in the case; and

c. to obtain settlement with the Settling Parties for their fair share of response costs incurred and to be incurred at or in connection with the Site by EPA, the State, and private parties, to provide for full and complete contribution protection for the Settling Parties with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

III. PARTIES BOUND

6. This Consent Order shall apply to and be binding upon the Parties and their successors. Each signatory to this Consent Order represents that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to legally bind the party represented by him or her. Any change in ownership, political configuration or corporate status of a Settling Party, including, but not limited to, any transfer of assets or real or personal property shall in no way alter such Settling Party's responsibilities under this Consent Order. In the event of a conflict between this Order and any appendix, the Order shall control.

IV. DEFINITIONS

7. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Order, including the attached appendices, the following definitions shall apply:

a. "Administrative Order on Consent" shall mean this "Consent Order" or "Order" and all appendices attached hereto; provided, however, that any reference to "EPA Order 92-29" is meant as a reference to that preexisting administrative order for removal work, and any reference to "EPA Order 95-01" is meant as a reference to that preexisting administrative order for de minimis settlement.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

c. "DTSC" shall mean the California Department of Toxic Substances Control and any predecessor and successor departments or agencies.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies.

e. "EPA's Future Response Costs" shall mean those costs incurred by the United States in connection with the Site on or after January 1, 1994, including but not limited to direct and indirect costs that the United States incurs in implementing or overseeing the remedy, or in enforcing this Consent Order.

f. "EPA's Past Response Costs" shall mean those costs, including but not limited to direct and indirect costs and interest, incurred by the United States prior to January 1, 1994, in connection with the Site.

g. "Lorentz Superfund Site De Minimis Escrow Account" shall mean the escrow account established pursuant to Paragraph 33 of EPA Order 95-01.

h. "Paragraph" shall mean a portion of this Consent Order identified by an Arabic numeral.

i. "Parties" shall mean "EPA," the "State" and the "Settling Parties."

j. "Prior Settlers" shall mean those de minimis parties that entered into one of the two settlements described in Paragraphs 19 or 20 of this Order.

k. "Respondents" shall mean those individuals, corporations and other entities listed in Appendix 1.

l. "Section" shall mean a portion of this Consent Order identified by a Roman numeral.

m. "Settling Parties" shall mean those entities listed in Appendix 2, who submit executed signature pages to this Administrative Order on Consent by the date specified by EPA.

n. "Site" shall mean the Lorentz Barrel and Drum Superfund Site, located in San Jose, California, including all land previously used for the Lorentz Barrel and Drum operations ("LB&D operations") and all areas where contamination emanating from the LB&D operations has come to be located.

o. "State" shall mean DTSC, California's Hazardous Substance Account and California's Hazardous Substance Cleanup Fund.

p. The "State's Future Response Costs" shall mean those costs incurred by the State in connection with the Site on or after January 1, 1994, including but not limited to direct and indirect costs that the State incurs in implementing and overseeing the remedy, or in enforcing this Consent Order.

q. The "State's Past Response Costs" shall mean those costs, including but not limited to direct and indirect costs and interest, incurred by the State prior to January 1, 1994, in connection with the Site.

r. "United States" shall mean the United States of America, its agencies, departments, and instrumentalities.

V. STATEMENT OF FACTS

8. The Lorentz Barrel and Drum ("LB&D") Superfund Site is located approximately 13 miles southeast of the southern tip of the San Francisco Bay, in San Jose, California. The Site is defined as all land previously used for LB&D operations and all areas where contamination emanating from the LB&D operations has come to be located. The Site includes a contaminated shallow groundwater plume area and properties containing contaminated soil, structures, debris and residues.

9. In 1984, EPA completed a Preliminary Assessment and Site Investigation, and proposed the Site for the National Priorities List ("NPL"), set forth at 40 C.F.R. Part 300, Appendix B. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the NPL on October 4, 1987. The Site is listed in DTSC's Expenditure Plan for the Hazardous Substance Cleanup Bond Act of 1984, pursuant to Health and Safety Code Section 25356.

10. The Site was operated as a barrel and drum recycling facility from 1947 to 1987. Empty or nearly empty barrels and drums, many of which contained residues of hazardous substances, were to sent to the LB&D Site by over 3,000 private and public sources throughout California and Nevada. LB&D Company personnel at the LB&D operations then cleaned, resealed and repainted the

barrels and drums for resale or reuse. Private sources included companies and individuals from the chemical, electronics, paint, ink, paper, health care and food industries. Public sources included military bases, research laboratories, cities and counties. Many drums and barrels arrived at the Site containing residual aqueous wastes, organic solvents, acids, oxidizers and oils. The soil and shallow aquifer at the Site are contaminated with the residual contents of the recycled barrels and drums, as well as with the chemicals used in the recycling operation.

11. In 1968, a City of San Jose industrial waste inspector ordered the LB&D Company to switch sump discharge from the Coyote Creek storm drain to the sanitary sewer. In the 1980's, various local, State, and Federal agencies investigated the LB&D operations and cited the owner for numerous violations of environmental laws. In response, the owner of the LB&D Company performed some clean-up work, but failed to remediate the Site adequately. The California Department of Health Services ("DHS") took over the clean-up of the Site in May, 1987. (DTSC is a successor agency to DHS. Prior to 1991, the jurisdiction of DTSC pursuant to Health and Safety Code, division 20, chapters 6.5 and 6.8, was carried out first as a program and then as a division of DHS. In 1991, through the Governor's Reorganization Plan No. 1, dated May 17, 1991 this jurisdiction was transferred to DTSC. All references to DTSC in this Consent Order include jurisdiction exercised by and actions conducted by the Toxic Substances Control Program and Toxic Substances Control Division of the Department of Health Services prior to the enactment of this reorganization plan.) In late 1987 and early 1988, DTSC and EPA conducted emergency response actions at the Site, including the removal of approximately 3,000 cubic yards of soils and sludge at the main sump area that were highly contaminated with polychlorinated biphenyls ("PCBs") and other hazardous substances. These wastes were transported to Kettlemen Hills, a permitted hazardous waste facility, for disposal. More than 26,000 drums and barrels were also crushed and transported to Kettlemen Hills for disposal. In December, 1987, DTSC turned over the lead role at the Site to EPA.

12. Hazardous substances within the definitions of both Section 101(14) of CERCLA, 42 U.S.C. § 9601(14) and Sections 25316 and 25317 of the California Health and Safety Code, have been or are threatened to be released into the environment at or from the Site. The contaminants at the Site are primarily volatile organic compounds ("VOCs"), pesticides, PCBs and some heavy metals.

13. Based on preliminary site assessment studies, EPA determined that contamination of the shallow groundwater aquifer at the Site presented an imminent hazard to human health and the environment, requiring an expedited cleanup. The shallow aquifer overlies the local municipal drinking water aquifer. EPA studies showed that the VOC-contaminated shallow groundwater plume had migrated nearly 2,000 feet to the north of the original LB&D

operations. In May 1988, EPA completed an Engineering Evaluation/ Cost Analysis and determined that a groundwater pumping and treatment system would be necessary to clean up the shallow aquifer at the Site. This determination was set forth in a Record of Decision dated September 25, 1988.

14. In 1988, EPA began conducting a Remedial Investigation and Feasibility Study to define the extent of additional contamination at the Site and to evaluate methods to address the remaining problems. EPA issued its Record of Decision regarding the additional cleanup necessary at the Site on August 26, 1993. This selected remedy is to include removal of additional contaminated soils and debris, construction of an asphaltic concrete "cap" over the Site and in-situ treatment of VOC-contaminated soil with soil vapor extraction.

15. In response to a release or threatened release of hazardous substances into the environment, EPA has undertaken response action at the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response action in the future.

16. In response to a release or threatened release of hazardous substances into the environment, DTSC has undertaken response action at the Site under California Health and Safety Code Sections 25355 and 25358.3, and will undertake response action in the future.

17. In performing this response action, the United States has incurred and will continue to incur response costs at or in connection with the Site. As of December 31, 1993, the United States had incurred at least \$8,957,680.00 in past costs.

18. In performing this response action, the State has incurred and will continue to incur response costs at or in connection with the Site. As of December 31, 1993, the State had incurred at least \$4,653,382.00 in past costs. DTSC is currently reviewing and making final the indirect rate for fiscal year 1987 to 1988 through fiscal year 1992 to 1993. The indirect rate used to calculate the States' Past Response Costs for this settlement for these fiscal years is an adjusted interim rate. The amount that Settling Parties are required to pay pursuant to Section VIII of this Order will not be adjusted to reflect changes, if any, to the State's indirect rate.

19. In 1990, EPA entered into a judicial Consent Decree with the following eleven potentially responsible parties: E.I. duPont de Nemours & Company, Union Oil Company of California, KTI Chemicals Inc., Ashland Oil, Inc., International Business Machines Corp., Romic Chemical Corporation, Vi-Tex Packaging, Inc., Esselte Pendaflex Corporation, H.H. Robertson Company, Great Western Chemical Company, and A.J. Daw Printing Ink Company, Inc. U.S. v. E.I. duPont de Nemours & Co., et al., (N.D. Cal.) C-90-0488. The

signatories to the Decree, which was entered on July 9, 1990, have constructed and are currently operating the treatment system that will clean up the shallow groundwater aquifer. The Decree also provides that these parties will pay response costs related to the United States' oversight of the work performed under the Decree. The work performed and to be performed by this group and the costs to be paid pursuant to the Decree will total an estimated \$7,022,877.00. See Appendix 3. The barrels attributed to these parties by EPA total in the aggregate 237,737 in the July 29, 1994, waste-in list. Therefore, this group of parties has agreed to perform work and pay costs, the value of which collectively represents approximately \$29.54 per barrel.

20. On October 7, 1992, EPA entered into a separate administrative settlement agreement with the following seven companies: Eastman Kodak Company, Grace Sierra Horticultural Products Company, Hewlett-Packard Company, Minwax Company, Inc., National Semiconductor Corporation, National Starch and Chemical Corporation and Solvent Service Company, Inc. EPA Order No. 92-29. That agreement requires the companies to remove contaminated buildings, contaminated sumps, debris, drums with residues of hazardous substances, and asbestos wastes from the Site. The settlement also provides that these parties will pay response costs related to the United States' oversight of the work performed under the agreement. The work performed and to be performed by this group and the costs to be paid pursuant to this settlement will total an estimated \$1,631,271.00. See Appendix 3. The barrels attributed to these parties by EPA total in the aggregate 53,867 in the July 29, 1994 waste-in list. Therefore, this group of parties has agreed to perform work and pay costs, the value of which collectively represents approximately \$30.28 per barrel.

21. On May 23, 1995, EPA and DTSC entered into a separate administrative settlement agreement with 88 parties that qualified for a de minimis settlement under Section 122(g)(4) of CERCLA. EPA Order No. 95-01. These 88 parties included 15 of the 16 de minimis parties that had entered into one of the two settlements described in Paragraphs 19 and 20 ("Prior Settlers"), three agencies of the federal government, and 70 other parties that had not entered into one of the prior settlements. That agreement requires the settling parties that are not "Prior Settlers" to pay their allocated share of the total past and projected future response costs at the Site, plus a premium to cover the risk of potential cost overruns and remedy failure that EPA assumes in entering into a de minimis settlement. The parties that settled in EPA Order 95-01 that are not Prior Settlers are paying \$19.54 for each barrel they sent to the Site that may have contained hazardous substances. The Prior Settlers that joined the de minimis settlement, EPA Order 95-01, are paying \$1,000 each to enter the de minimis settlement since they have undertaken cleanup work at the Site the value of which collectively represents approximately \$30.00 per barrel. If the only de minimis Prior Settler that did not enter into the first de

minimis settlement (identified with an asterisk in Appendix 1) joins this settlement, this party shall pay \$1,000 to enter this second de minimis settlement.

22. Information currently known to EPA and DTSC indicates that each Settling Party listed in Appendix 2 to this Consent Order arranged for disposal or treatment at the Site, or arranged with a transporter for disposal or treatment at the Site, of a hazardous substance owned or possessed by such Settling Party, or accepted a hazardous substance for transport to the Site.

23. Information currently known to EPA and DTSC indicates that the amount of hazardous substances contributed to the Site individually by each Settling Party is minimal in comparison to other hazardous substances at the facility, and that the hazardous substances contributed by each Settling Party to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

24. In developing the settlement embodied in this Consent Order, EPA and the State have considered:

a. the costs already incurred or committed in connection with remediating the Site, including EPA's Past Response Costs, the State's Past Response Costs, the costs incurred or committed pursuant to both the Consent Decree in U.S. v. E.I. duPont de Nemours & Co., et al. (N.D. Cal.) C-90-0488 and the administrative settlement embodied in EPA Order 92-29. The specific amounts or estimates calculated for each of these items is set forth in Appendix 3;

b. the potential costs of remediating the remaining contamination at the Site, including (i) reasonably ascertainable future response costs, including but not limited to the cost of implementing the remedial action consistent with the second Record of Decision for this Site (issued August 26, 1993) and costs for oversight of long term operation and maintenance of the overall remedy for the Site; (ii) possible cost overruns in implementing the second Record of Decision; and (iii) costs which may be incurred if EPA determines that the remedial action consistent with the Record of Decision is not protective of human health and the environment. The specific premiums or estimates calculated for each of these items is set forth in Appendix 3; and

c. the price per barrel amount paid by the settling de minimis parties to the administrative settlement with EPA and DTSC embodied in EPA Order 95-01.

25. The Respondents identified with a # sign next to their names in Appendix 1 have demonstrated to EPA and DTSC that they are unable to pay their allocated shares. EPA has analysed these Respondents' financial condition and has reduced the settlement

amounts these parties are required to pay to join this de minimis settlement as reflected in Appendix 1.

26. The payment required to be made by each Settling Party pursuant to this Consent Order is a minor portion of the total response costs at the Site.

VI. DETERMINATIONS

27. Based upon the Findings of Fact set forth above, EPA has made the following determinations:

a. The Lorentz Barrel and Drum Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. Each Settling Party is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

c. Each Settling Party is a potentially responsible party within the meaning of Sections 107(a) and 122(g)(1) of CERCLA, 42 U.S.C. §§ 9607(a) and 9622(g)(1).

d. There has been an actual or threatened "release" of a hazardous substance from the Site as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

e. Prompt settlement with the Settling Parties is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

f. The amount of hazardous substances contributed to the Site by each Settling Party and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Party does not exceed 1.0% (25,784 barrels) of the total hazardous substances sent to the Site as reflected in the July 29, 1994 waste-in list and therefore is minimal in comparison to other hazardous substances at the Site, as required by Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VII. ORDER

28. Based upon the Findings of Fact and Determinations set forth above, and in consideration of the promises and covenants set forth herein, it is hereby AGREED AND ORDERED as follows.

VIII. PAYMENT

29. Each Settling Party shall pay the amount opposite its name in Appendix 2 to this Consent Order, as required under this Section. In the payment instruction letter issued to Settling Parties pursuant to Paragraph 53 (the "Payment Instruction Letter"), EPA shall instruct the Settling Parties to make their

payments in one of the following ways: (a) 100% of the amount set forth in column A of Appendix 2 to this Order to the Lorentz Superfund Site De Minimis Escrow Account, (b) 100% of the amount set forth in column A of Appendix 2 to this Order to an escrow account established for distribution of the settlement proceeds from this Order and approved by EPA ("Lorentz Superfund Site De Minimis Escrow Account #2"), or (c) the 68% amount in column B of Appendix 2 to EPA and the 32% amount in column C of Appendix 2 to the Cashier, DTSC.

30. If the Payment Instruction Letter instructs the Settling Parties that the payments are to be deposited into either the Lorentz Superfund Site De Minimis Escrow Account or the Lorentz Superfund Site De Minimis Escrow Account #2, within 60 days of the effective date of this Order each Settling Party shall pay the 100% amount in column A of Appendix 2 by certified or cashier's check made payable to the Lorentz Superfund Site De Minimis Escrow Account or to the Lorentz Superfund Site De Minimis Escrow Account #2, as directed by EPA. Each check shall reference the site name, the name and address of the Settling Party, and the EPA docket number for this action, 96-01, and shall be sent to the address provided to the Settling Parties by EPA in the Payment Instruction Letter, as provided in Paragraph 53.

31. The money deposited into either the Lorentz Superfund Site De Minimis Escrow Account or the Lorentz Superfund Site De Minimis Escrow Account #2 shall be divided between two sub-accounts, Sub-account One and Sub-account Two, at 32% and 68%, respectively. DTSC may direct that the money in Sub-account One be used only for any of the following purposes: reimbursement of the State's Future Response Costs; reimbursement of the State's Past Response Costs; and performance of future response actions at the Site. EPA may direct that the money in Sub-account Two be used only for any of the following purposes: reimbursement of EPA's Future Response Costs, reimbursement of EPA's Past Response Costs; performance of future response actions at the Site; and funding of a CERCLA Section 122(b)(3), 42 U.S.C. §9622(b)(3) special account for performance of future response actions at the Site.

32. If the Payment Instruction Letter instructs the Settling Parties to pay the 68% amount from column B of Appendix 2 to EPA and the 32% amount from column C of Appendix 2 to DTSC, within 60 days of the effective date of this Order the Settling Parties shall pay the amounts by two checks as follows:

a. One certified or cashier's check for the 68% amount as set forth in Column B of Appendix 2 to this Order shall be made payable to "The Lorentz Superfund Site Special Account" or as otherwise directed by EPA in the Payment Instruction Letter, and the Settling Parties shall send the check to the address provided to the Settling Parties in the Payment Instruction Letter.

b. One certified or cashier's check for the 32% amount as set forth in Column C of Appendix 2 to this Order shall be made payable to "Cashier, California Department of Toxic Substances Control," and sent to the address provided to Settling Parties in the Payment Instruction Letter.

c. Each check shall reference the site name, the name and address of the Settling Party, and the EPA docket number for this Order, 96-01.

33. Payment of money by Settling Parties into the Lorentz Superfund Site De Minimis Escrow Account, the Lorentz Superfund Site De Minimis Escrow Account # 2, the Lorentz Site Specific Special Account, or the DTSC account is not a fine, penalty or monetary sanction.

34. At the time each Settling Party sends any check pursuant to this Section, that Settling Party shall simultaneously send a copy of such check to the two people listed below:

Mr. Darrin Swartz-Larson, Remedial Project Manager
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street (H-6-2)
San Francisco, California 94105

Ms. Barbara J. Cook, P.E., Chief
Site Mitigation Branch
Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, California 94710

IX. CIVIL PENALTIES

35. In addition to any other remedies or sanctions available to EPA, any Settling Party who fails or refuses to comply with any term or condition of this Consent Order may be subject to a civil penalty of up to \$25,000 per day for each such failure or refusal, pursuant to Sections 109 and 122(l) of CERCLA, 42 U.S.C. §§ 9609 and 9622(l).

X. CERTIFICATIONS OF EACH SETTLING PARTY

36. Each Settling Party certifies individually that to the best of its knowledge it contributed no more than 1.0% (25,784 barrels) of the total hazardous substances sent to the Site, as that total is reflected in the July 29, 1994 waste-in list, and that it contributed waste of minimal toxic and hazardous effect in comparison to the other waste at the Site.

37. Each Settling Party further certifies individually that it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating

to its potential liability regarding the Site since receipt from EPA of an Information Request regarding the Site, pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). Provision of false, fictitious, or fraudulent statements or representations to the United States may subject a Respondent to criminal penalties under 18 U.S.C. § 1001.

XI. COVENANTS BY EPA

38. In consideration of the payments that will be made by the Settling Parties under the terms of this Consent Order, and except as specifically provided in Section XIV of this Consent Order, EPA covenants not to sue or take administrative action against any of the Settling Parties pursuant to Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) or 9607(a), and Section 7003 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6973, relating to the Site. These covenants not to sue shall take effect with respect to each Settling Party upon the receipt of the entire payment from that Settling Party as required by Section VIII of this Consent Order. With respect to each Settling Party, these covenants not to sue are conditioned upon the complete and satisfactory performance by that Settling Party of its obligations under this Consent Order. These covenants not to sue extend only to the Settling Parties and their successors and do not extend to any other person.

XII. COVENANTS BY STATE OF CALIFORNIA

39. In consideration of the payments that will be made by the Settling Parties under the terms of this Consent Order, and except as specifically provided in Section XIV of this Consent Order, DTSC, California's Hazardous Substance Account and California's Hazardous Substance Cleanup Fund covenant not to sue or take administrative action against any of the Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and the California Hazardous Substance Account Act, California Health and Safety Code Sections 25300 et seq. relating to the Site. These covenants not to sue shall take effect with respect to each Settling Party upon the receipt of the entire payment from that Settling Party as required by Section VIII of this Consent Order. With respect to each Settling Party, these covenants not to sue are conditioned upon the complete and satisfactory performance by that Settling Party of its obligations under this Consent Order. These covenants not to sue extend only to the Settling Parties and their successors and do not extend to any other person.

XIII. COVENANTS NOT TO SUE BY SETTLING PARTIES

40. In consideration of EPA and the State's covenants not to sue set forth in Sections XI and XII, the Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, DTSC, California's Hazardous Substance

Account, or California's Hazardous Substance Cleanup Fund with respect to the Site or this Consent Order, including, but not limited to, any direct or indirect claim under Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law, or any claims arising out of response activities at the Site. The covenant not to sue set forth in this Paragraph does not apply to any agencies of the United States that may have contributed hazardous substances to the Site that did not settle with EPA and DTSC in Order 95-01.

41. a. The Settling Parties also agree not to make any claims for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) with respect to the Site. Nothing in this Consent Order shall be deemed to constitute preauthorization of a claim within the meaning of Sections 111 or 112 of CERCLA, 42 U.S.C. §§ 9611 and 9612, or 40 C.F.R. § 300.700(d).

b. The Settling Parties also covenant not to sue and agree not to assert any claims or causes of action with respect to the Site or this Consent Order against any person determined by EPA to have contributed less than 25,784 barrels (1.0% of the total hazardous substances sent to the Site, based on the July 29, 1994 waste-in list) to the Site.

XIV. RESERVATIONS OF RIGHTS

42. The Covenants Not to Sue by EPA and the State set forth in Section XI and XII of this Consent Order do not pertain to any matters other than those expressly specified therein. The United States, including EPA, and the State of California, including DTSC, reserve, and this Consent Order is without prejudice to, all rights against Settling Parties with respect to all other matters, including but not limited to the following:

a. claims based on a failure to make the payments required by Section VIII of this Consent Order;

b. criminal liability;

c. liability for damages for injury to, destruction of, or loss of natural resources;

d. liability for future disposal at the Site;

e. liability arising from the past, present, or future disposal, release or threat of release of hazardous substances outside of the Site;

f. claims by any agency or agent of the State of California other than DTSC, California's Hazardous Substance Account, or California's Hazardous Substance Cleanup Fund; or

g. liability for any failure of any Respondent to comply with the terms of any prior settlement, consent decree, administrative order or other document to which that Respondent was a signatory.

43. Nothing in this Consent Order constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, including EPA, or the State of California, including DTSC, California's Hazardous Substance Account, and California's Hazardous Substance Cleanup Fund to seek or obtain further relief from any Settling Party if information not currently known to the EPA or the State is discovered which indicates that any Settling Party contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that the Settling Party no longer qualifies as a de minimis party at the Site because the Settling Party contributed greater than 1.0% (25,784 barrels) of the waste sent to the Site, as reflected in the July 29, 1994 waste-in list, or contributed wastes which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

44. Nothing in this Consent Order constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, including EPA, to enforce the terms of the Partial Consent Decree entered on July 9, 1990, in U.S. v. E.I. duPont de Nemours & Co., et al., C-90-0488, including EPA's authority to seek and obtain penalties for violations of that Decree.

45. Nothing in this Consent Order constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, including EPA, to enforce the terms of EPA Administrative Order No. 92-29, including EPA's authority to seek and obtain penalties for violations of that Order.

46. Nothing in this Consent Order constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, including EPA, or the State of California, including DTSC, California's Hazardous Substance Account, and California's Hazardous Substance Cleanup Fund, to enforce the terms of EPA Administrative Order No. 95-01, including EPA's authority to seek and obtain penalties for violations of that Order.

XV. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

47. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Order. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Order may have under applicable law. The United States, the State of California, and the Settling Parties each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and

causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto, except as provided in Paragraph 41.b.

48. The Parties agree that the actions undertaken by the Settling Parties in accordance with this Consent Order do not constitute an admission of any liability for any purpose by any Settling Party.

49. The Parties agree that each Settling Party is entitled, as of the effective date of this Consent Order, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. § 9613(f)(2) and § 9622(g)(2), for "matters addressed" in this Consent Order. The "matters addressed" in this Consent Order are all response actions taken by the United States, the State, and private parties, and all response costs incurred and to be incurred by the United States, the State, and private parties, at or in connection with the Site.

XVI. PUBLIC COMMENT

50. This Consent Order shall be subject to a thirty (30) day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i) and Section 7003(d) of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6973(d). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or modify consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

51. Before issuing this Consent Order, the EPA must obtain the written approval of the U.S. Attorney General or her designee of the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4). This Consent Order will not become effective unless and until such approval is obtained.

XVIII. NOTICE OF SETTLEMENT APPROVAL AND EFFECTIVE DATE

52. The effective date of this Consent Order shall be the date upon which EPA issues written notice of settlement approval to the Settling Parties that both of the following have occurred: (1) the public comment period pursuant to Section XVI of this Consent Order has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order; and (2) the EPA has obtained the written approval of the U.S. Attorney General or her designee. The Parties agree that Appendix 2 to this Consent Order, which contains the list of parties that submitted their executed signature pages to this Order by the date specified by EPA, will be the final document issued as Appendix 2 and sent to the Settling Parties on the effective date of this Consent Order.

53. In the document providing written notice of settlement approval as described in Paragraph 52, EPA shall provide Settling Parties with the Payment Instruction Letter, which shall instruct Settling Parties, in accordance with Section VIII of this Order, to make payment either as provided in Paragraph 30 or as provided in Paragraph 32 of this Order. The Payment Instruction Letter shall also provide Settling Parties with the name to which the check should be made payable and the name and address to which payment should be sent.

XIX. AMENDMENTS

54. This Consent Order may be amended by mutual agreement of EPA, the State and the Settling Parties. Any amendment to this Consent Order shall be in writing, signed by EPA, the State and the Settling Parties, and shall have as the effective date the date upon which EPA issues written notice to the State and the Settling Parties that the amendment is effective.

XX. COUNTERPARTS

55. This Consent Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

IT IS SO AGREED AND ORDERED:

California Department of Toxic Substances Control

By: Barbara J Cook

Barbara Cook
Chief, Site Mitigation Branch
California Department of Toxic Substances Control

Date 6-3-96

U.S. Environmental Protection Agency

By: Keith Takata

Keith Takata
Director, Superfund Division
Region IX, U.S. EPA

5-31-96
Date

APPENDIX 1

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY LORENTZ BARREL AND DRUM SUPERFUND SITE (Alphabetical Sort)

Customer Name	Total Drums	-Column A- Total		-Column B- EPA		-Column C- State	
		Settlement Amount (100%) (in dollars)	Settlement Amount (68%) (in dollars)	Settlement Amount (68%) (in dollars)	Settlement Amount (32%) (in dollars)	Settlement Amount (32%) (in dollars)	Settlement Amount (32%) (in dollars)
A & B PAINTING INC.	2049	\$40,037.46	\$27,225.47			\$12,811.99	
ADHESIVES CONSULTANTS CORP.	19006	\$371,377.24	\$252,536.52			\$118,840.72	
ALCAL ROOFING	408	\$7,972.32	\$5,421.18			\$2,551.14	
ALCO IRON & METAL	1053	\$20,575.62	\$13,991.42			\$6,584.20	
ALMADEN VINEYARDS INC.	1693	\$33,081.22	\$22,495.23			\$10,585.99	
AMERICAN BAKERIES CO.	4269	\$83,416.26	\$56,723.06			\$26,693.20	
AMERICAN BARREL & COOPERAGE	444	\$8,675.76	\$5,899.52			\$2,776.24	
AMERICAN CONTRACTING	2779	\$54,301.66	\$36,925.13			\$17,376.53	
AMERICAN HOME FOODS	10733	\$209,722.82	\$142,611.52			\$67,111.30	
AMERICAN POLYTHERM	408	\$7,972.32	\$5,421.18			\$2,551.14	
AMOCO	517	\$10,102.18	\$6,869.48			\$3,232.70	
AN-FO MFG. CO.	344	\$6,721.76	\$4,570.80			\$2,150.96	
ANACOMP	3314	\$64,755.56	\$44,033.78			\$20,721.78	
ANDPAK EMA INC.	1513	\$29,564.02	\$20,103.53			\$9,460.49	
ANELLO TRUCKING CO.	658	\$12,857.32	\$8,742.98			\$4,114.34	
ANGRAY MERCHANDISING CORP.	323	\$6,311.42	\$4,291.77			\$2,019.65	
APACHE ENTERPRISES	390	\$7,620.60	\$5,182.01			\$2,438.59	
APEX MARBLE	2474	\$48,341.96	\$32,872.53			\$15,469.43	
ARBEE SALES	866	\$16,921.64	\$11,506.72			\$5,414.92	
ARTESIA DOOR CO.	540	\$10,551.60	\$7,175.09			\$3,376.51	
B & W CHEMICALS, INC.	1747	\$34,136.38	\$23,212.74			\$10,923.64	
B. O. R. INDUSTRIES INC.	1400	\$27,356.00	\$18,602.08			\$8,753.92	
BAY SIDE OIL CO.	5188	\$101,373.52	\$68,933.99			\$32,439.53	
BEATRICE FOOD CO.	11970	\$233,893.80	\$159,047.78			\$74,846.02	
BELL INDUSTRIES	1097	\$21,435.38	\$14,576.06			\$6,859.32	
BELVEDERE LABORATORIES	3464	\$67,686.56	\$46,026.86			\$21,659.70	
BISHOP INDUSTRIES CO.	406	\$7,933.24	\$5,394.60			\$2,538.64	
BORDEN, INC.	2589	\$50,589.06	\$34,400.56			\$16,188.50	
BRUCE CHURCH CO.	502	\$9,809.08	\$6,670.17			\$3,138.91	
BUILDERS CABINET CO. INC.	831	\$16,237.74	\$11,041.66			\$5,196.08	
BURKE INDUSTRIES CO.	3728	\$72,845.12	\$49,534.68			\$23,310.44	
CAL STONE	456	\$8,910.24	\$6,058.96			\$2,851.28	
CALDO OIL CO. INC.	5404	\$105,594.16	\$71,804.03			\$33,790.13	
CALIFORNIA FIBERGLASS	1918	\$37,477.72	\$25,484.85			\$11,992.87	
CALIFORNIA RESIN & CHEMICAL	10467	\$204,525.18	\$139,077.12			\$65,448.06	
CALIFORNIA SODA CO.	2787	\$54,457.98	\$37,031.43			\$17,426.55	
CALNAP TANNING CO.	4755	\$92,912.70	\$63,180.64			\$29,732.06	
CAPITOL PACKAGING CO.	820	\$16,022.80	\$10,895.50			\$5,127.30	
CENTRAL SOLVENTS & CHEMICAL	2125	\$41,522.50	\$28,235.30			\$13,287.20	
CENTURY FIBERCRAFT	500	\$9,770.00	\$6,643.60			\$3,126.40	
CHEM ART LABORATORIES #	558	\$10,903.32	\$7,414.26			\$3,489.06	
CHEMICAL COMPOUNDING CO.	2641	\$51,605.14	\$35,091.50			\$16,513.64	
CHEMLINE INDUSTRIES	4453	\$87,011.62	\$59,167.90			\$27,843.72	
CLASSIC SPAS INC.	759	\$14,830.86	\$10,084.98			\$4,745.88	
CONCRETE CHEMICALS	304	\$5,940.16	\$4,039.31			\$1,900.85	
COUROC OF MONTEREY INC.	5776	\$112,863.04	\$76,746.87			\$36,116.17	
CRIST OIL CO.	903	\$17,644.62	\$11,998.34			\$5,646.28	
CROSBY PAINT CO.	3951	\$77,202.54	\$52,497.73			\$24,704.81	
CROWN ZELLERBACH CORP.	4627	\$90,411.58	\$61,479.87			\$28,931.71	

APPENDIX 1
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
LORENTZ BARREL AND DRUM SUPERFUND SITE
(Alphabetical Sort)

<u>Customer Name</u>	<u>Total Drums</u>	-Column A- Total Settlement Amount (100%) (in dollars)	-Column B- EPA Settlement Amount (68%) (in dollars)	-Column C- State Settlement Amount (32%) (in dollars)
DEL MONTE CORP.	3353	\$65,517.62	\$44,551.98	\$20,965.64
DEVCO OIL CO.	2492	\$48,693.68	\$33,111.70	\$15,581.98
DOPACO INC.	2656	\$51,898.24	\$35,290.80	\$16,607.44
DOUG AUSTIN & ASSOCIATES	2060	\$40,252.40	\$27,371.63	\$12,880.77
E & J GALLO WINERY	13904	\$271,684.16	\$184,745.23	\$86,938.93
E. F. HOUGHTON & CO.	7174	\$140,179.96	\$95,322.37	\$44,857.59
E. T. HORN CO.	1073	\$20,966.42	\$14,257.17	\$6,709.25
EAST BAY OIL CO.	405	\$7,913.70	\$5,381.32	\$2,532.38
ECONOMICS LABORATORY INC.	3918	\$76,557.72	\$52,059.25	\$24,498.47
ECONOMY CAR CENTER	318	\$6,213.72	\$4,225.33	\$1,988.39
FAR BEST CORP.	23451	\$458,232.54	\$311,598.13	\$146,634.41
FIDELITY ROOFING CO.	1270	\$24,815.80	\$16,874.74	\$7,941.06
FMC CORP.	13149	\$256,931.46	\$174,713.39	\$82,218.07
FORD MOTOR COMPANY	24044	\$469,819.76	\$319,477.44	\$150,342.32
FOUR STAR CONTAINER CO. INC.	15850	\$309,709.00	\$210,602.12	\$99,106.88
FULLER - O'BRIEN CORPORATION	8713	\$170,252.02	\$115,771.37	\$54,480.65
GAVALIN PETROLEUM	2989	\$58,405.06	\$39,715.44	\$18,689.62
GENERAL PRINTING INK CO.	3379	\$66,025.66	\$44,897.45	\$21,128.21
GEORGE M. STEIN PAINTING	941	\$18,387.14	\$12,503.26	\$5,883.88
GIBSON HOMANS CO.	5571	\$108,857.34	\$74,022.99	\$34,834.35
GLASFORMS INC.	1413	\$27,610.02	\$18,774.81	\$8,835.21
GLASPRO	747	\$14,596.38	\$9,925.54	\$4,670.84
GONZALEZ BUCKET CO.	5479	\$107,059.66	\$72,800.57	\$34,259.09
GOOD TIME FOODS INC.	1225	\$23,936.50	\$16,276.82	\$7,659.68
GRIFFITH LABORATORIES INC.	1790	\$34,976.60	\$23,784.09	\$11,192.51
GUARDIAN PACKAGING CORP.	2672	\$52,210.88	\$35,503.40	\$16,707.48
I E S	499	\$9,750.46	\$6,630.31	\$3,120.15
IMPERIAL COATINGS INC.	521	\$10,180.34	\$6,922.63	\$3,257.71
INDUSTRIAL CHEMICAL CO.	8469	\$165,484.26	\$112,529.30	\$52,954.96
INDUSTRIAL LABS #	1260	\$24,620.40	\$16,741.87	\$7,878.53
INTEL	528	\$10,317.12	\$7,015.64	\$3,301.48
INTERNATIONAL PAPER CO.	7550	\$147,527.00	\$100,318.36	\$47,208.64
JACK HAMILTON	865	\$16,902.10	\$11,493.43	\$5,408.67
JACK HOLLAND SR. OIL CO.	10904	\$213,064.16	\$144,883.63	\$68,180.53
JERRY MELLO #	385	\$20.00	\$13.60	\$6.40
JEHRMACK	307	\$5,998.78	\$4,079.17	\$1,919.61
JOHN JONES #	13383	\$250.00	\$170.00	\$80.00
JOHNS-MANVILLE CO.	428	\$8,363.12	\$5,686.92	\$2,676.20
JONES CHEMICALS INC.	1269	\$24,796.26	\$16,861.46	\$7,934.80
KAISER ALUMINUM & CHEMICAL	410	\$8,011.40	\$5,447.75	\$2,563.65
KAISER CEMENT	543	\$10,610.22	\$7,214.95	\$3,395.27
KELLY PICKERING CHEMICAL	6945	\$135,705.30	\$92,279.60	\$43,425.70
KEM KAL MARBLE	1437	\$28,078.98	\$19,093.71	\$8,985.27
KOLTRON	780	\$15,241.20	\$10,364.02	\$4,877.18
LARSCO	549	\$10,727.46	\$7,294.67	\$3,432.79
LIBBY LABS	1233	\$24,092.82	\$16,383.12	\$7,709.70
LIBBY MCNEIL & LIBBY	18487	\$361,235.98	\$245,640.47	\$115,595.51
LOWE PAINT CO. INC.	1082	\$21,142.28	\$14,376.75	\$6,765.53
LUBRICATING SPECIALTIES CO.	581	\$11,352.74	\$7,719.86	\$3,632.88

APPENDIX 1
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
LORENTZ BARREL AND DRUM SUPERFUND SITE
(Alphabetical Sort)

Customer Name	Total Drums	-Column A- Total Settlement Amount (100%) (in dollars)	-Column B- EPA Settlement Amount (68%) (in dollars)	-Column C- State Settlement Amount (32%) (in dollars)
LUCCA PACKING CO. OF	1355	\$26,476.70	\$18,004.16	\$8,472.54
LUNASTRAN	1743	\$34,058.22	\$23,159.59	\$10,898.63
MARKOVITS & FOX	772	\$15,084.88	\$10,257.72	\$4,827.16
MAYFAIR PACKING CO.	536	\$10,473.44	\$7,121.94	\$3,351.50
MCCORMICK-SCHILLING	4035	\$78,843.90	\$53,613.85	\$25,230.05
MCKESSON CORP.	2404	\$46,974.16	\$31,942.43	\$15,031.73
MEL SHALON BARREL & BAG CO.	18204	\$355,706.16	\$241,880.19	\$113,825.97
MICRO METALLICS CORP.	1423	\$27,805.42	\$18,907.69	\$8,897.73
MILLER & GIBSON	819	\$16,003.26	\$10,882.22	\$5,121.04
MITCO PETROLEUM CO.	2132	\$41,659.28	\$28,328.31	\$13,330.97
MONSANTO CHEMICAL CO.	19027	\$371,787.58	\$252,815.55	\$118,972.03
MYERS BARREL & DRUM CO.	23386	\$456,962.44	\$310,734.46	\$146,227.98
NATIONAL PRESERVE CO.	11750	\$229,595.00	\$156,124.60	\$73,470.40
NEK CORP.	1664	\$32,514.56	\$22,109.90	\$10,404.66
NESTLE CO. INC.	10897	\$212,927.38	\$144,790.62	\$68,136.76
NORDA INC.	2373	\$46,368.42	\$31,530.53	\$14,837.89
OWENS ILLINOIS GLASS CO.	5828	\$113,879.12	\$77,437.80	\$36,441.32
PACIFIC COAST LACQUER	1592	\$31,107.68	\$21,153.22	\$9,954.46
PACIFIC COAST PRODUCTS	2253	\$44,023.62	\$29,936.06	\$14,087.56
PACIFIC FIBERGLASS	650	\$12,701.00	\$8,636.68	\$4,064.32
PARKWAY SEALERS	632	\$12,349.28	\$8,397.51	\$3,951.77
PENINSULA MARBLE	499	\$9,750.46	\$6,630.31	\$3,120.15
PENINSULA OIL CO.	3095	\$60,476.30	\$41,123.88	\$19,352.42
PERRY WESTON	400	\$7,816.00	\$5,314.88	\$2,501.12
PERSONAL PRODUCTS CO.	7075	\$138,245.50	\$94,006.94	\$44,238.56
PRECISION TECHNICAL COATINGS	11834	\$231,236.36	\$157,240.72	\$73,995.64
PRESSURE VESSEL SERVICE	307	\$5,998.78	\$4,079.17	\$1,919.61
PRIMARK CO.	820	\$16,022.80	\$10,895.50	\$5,127.30
PROTECT-O-TOP	2361	\$46,133.94	\$31,371.08	\$14,762.86
PYRAMID PAINTING INC.	2630	\$51,390.20	\$34,945.34	\$16,444.86
QUATERNION CHEMICAL	726	\$14,186.04	\$9,646.51	\$4,539.53
R & R OIL CO.	2634	\$51,468.36	\$34,998.48	\$16,469.88
RACOR INDUSTRIES INC.	629	\$12,290.66	\$8,357.65	\$3,933.01
RAINBOW FIN CO.	669	\$13,072.26	\$8,889.14	\$4,183.12
RAINPROOF SYSTEMS CORP.	384	\$7,503.36	\$5,102.28	\$2,401.08
RAYTHEON CO.	1075	\$21,005.50	\$14,283.74	\$6,721.76
RHEEM MANUFACTURING CO.	2950	\$57,643.00	\$39,197.24	\$18,445.76
RIM INDUSTRIES INC.	615	\$12,017.10	\$8,171.63	\$3,845.47
ROHM & HAAS CALIFORNIA INC.	1716	\$33,530.64	\$22,800.84	\$10,729.80
ROMIC CHEMICAL CO. *	13343	\$1,000.00	\$680.00	\$320.00
RON ARLPORT INC.	4500	\$87,930.00	\$59,792.40	\$28,137.60
ROOFING ASSOCIATES	426	\$8,324.04	\$5,660.35	\$2,663.69
SAFeway STORES INC.	17799	\$347,792.46	\$236,498.87	\$111,293.59
SALINAS VALLEY OIL CO.	1295	\$25,304.30	\$17,206.92	\$8,097.38
SAN JOSE PETROLEUM CO.	1479	\$28,899.66	\$19,651.77	\$9,247.89
SAN JUAN POOLS	3858	\$75,385.32	\$51,262.02	\$24,123.30
SANTA CLARA COUNTY TRANSIT	626	\$12,232.04	\$8,317.79	\$3,914.25
SAVNIK & CO.	1165	\$22,764.10	\$15,479.59	\$7,284.51
SCHLAGE LOCK CO.	587	\$11,469.98	\$7,799.59	\$3,670.39

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SIGNETICS CORP.	2334	\$45,606.36	\$31,012.32	\$14,594.04
SILICON CASTING	705	\$13,775.70	\$9,367.48	\$4,408.22
SIMPSON LEE PAPER CO.	869	\$16,980.26	\$11,546.58	\$5,433.68
SPENCER KELLOGG CO.	8094	\$158,156.76	\$107,546.60	\$50,610.16
STILES PAINT CO.	645	\$12,603.30	\$8,570.24	\$4,033.06
STUCCO STONE PROD.	348	\$6,799.92	\$4,623.95	\$2,175.97
STUTTS SCIENTIFIC SERVICE	687	\$13,423.98	\$9,128.31	\$4,295.67
SUPERIOR MARBLE	573	\$11,196.42	\$7,613.57	\$3,582.85
SUPERIOR PRODUCTS CO. INC.	782	\$15,280.28	\$10,390.59	\$4,889.69
TANDY CORP.	1432	\$27,981.28	\$19,027.27	\$8,954.01
TECHNICAL COATING	3504	\$68,468.16	\$46,558.35	\$21,909.81
TELEDYNE McCORMICK SELPH	1530	\$29,896.20	\$20,329.42	\$9,566.78
TERALITE MFG.	1121	\$21,904.34	\$14,894.95	\$7,009.39
THOMAS J. LIPTON INC.	16242	\$317,368.68	\$215,810.70	\$101,557.98
TRESCO PAINT CO. #	8734	\$170,662.36	\$116,050.40	\$54,611.96
TRI-CAL INC.	3782	\$73,900.28	\$50,252.19	\$23,648.09
TRI-VALLEY GROWERS PACKING	2004	\$39,158.16	\$26,627.55	\$12,530.61
TRIGON CORP.	2214	\$43,261.56	\$29,417.86	\$13,843.70
U. S. CELLULOSE CO. INC. #	3552	\$69,406.08	\$47,196.13	\$22,209.95
U. S. PRINTING INK CORP.	4764	\$93,088.56	\$63,300.22	\$29,788.34
UNISYS	10683	\$208,745.82	\$141,947.16	\$66,798.66
UNITED TECHNOLOGIES CORP.	5310	\$103,757.40	\$70,555.03	\$33,202.37
VALLEY VIEW PACKING CO. INC.	1951	\$38,122.54	\$25,923.33	\$12,199.21
VARIAN ASSOCIATES	1023	\$19,989.42	\$13,592.81	\$6,396.61
VELCON FILTERS INC	1092	\$21,337.68	\$14,509.62	\$6,828.06
VENTURE CHEMICALS	1394	\$27,238.76	\$18,522.36	\$8,716.40
VERONICA FOODS CO.	3993	\$78,023.22	\$53,055.79	\$24,967.43
VIC HUBBARD SPEED & MARINE	352	\$6,878.08	\$4,677.09	\$2,200.99
VIKING CONTAINER CO.	676	\$13,209.04	\$8,982.15	\$4,226.89
WAYMIRE DRUM CO. INC.	531	\$10,375.74	\$7,055.50	\$3,320.24
WESCO OIL CO.	872	\$17,038.88	\$11,586.44	\$5,452.44
WEST COAST DOOR CO.	1168	\$22,822.72	\$15,519.45	\$7,303.27
WESTERN STATES OIL CO.	24570	\$480,097.80	\$326,466.50	\$153,631.30
WILLARD PRODUCTS	5248	\$102,545.92	\$69,731.23	\$32,814.69
WILLIAM FOX CO.	717	\$14,010.18	\$9,526.92	\$4,483.26
WITCO CHEMICAL CO.	5561	\$108,661.94	\$73,890.12	\$34,771.82
WORLD ASPHALT	1349	\$26,359.46	\$17,924.43	\$8,435.03
WRIGLEY CHEWING GUM CO.	4871	\$95,179.34	\$64,721.95	\$30,457.39
ZYCON CORP.	467	\$9,125.18	\$6,205.12	\$2,920.06
		\$13,209,587.02	\$8,982,519.19	\$4,227,067.83

APPENDIX 1
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
LORENTZ BARREL AND DRUM SUPERFUND SITE
(Rank Sort)

Customer Name	Total Drums	-Column A- Total Settlement Amount (100%) (in dollars)	-Column B- EPA Settlement Amount (68%) (in dollars)	-Column C- State Settlement Amount (32%) (in dollars)
WESTERN STATES OIL CO.	24570	\$480,097.80	\$326,466.50	\$153,631.30
FORD MOTOR COMPANY	24044	\$469,819.76	\$319,477.44	\$150,342.32
FAR BEST CORP.	23451	\$458,232.54	\$311,598.13	\$146,634.41
MYERS BARREL & DRUM CO.	23386	\$456,962.44	\$310,734.46	\$146,227.98
MONSANTO CHEMICAL CO.	19027	\$371,787.58	\$252,815.55	\$118,972.03
ADHESIVES CONSULTANTS CORP.	19006	\$371,377.24	\$252,536.52	\$118,840.72
LIBBY MCNEIL & LIBBY	18487	\$361,235.98	\$245,640.47	\$115,595.51
MEL SHALON BARREL & BAG CO.	18204	\$355,706.16	\$241,880.19	\$113,825.97
SAFeway STORES INC.	17799	\$347,792.46	\$236,498.87	\$111,293.59
THOMAS J. LIPTON INC.	16242	\$317,368.68	\$215,810.70	\$101,557.98
FOUR STAR CONTAINER CO. INC.	15850	\$309,709.00	\$210,602.12	\$99,106.88
E & J GALLO WINERY	13904	\$271,684.16	\$184,745.23	\$86,938.93
FMC CORP.	13149	\$256,931.46	\$174,713.39	\$82,218.07
BEATRICE FOOD CO.	11970	\$233,893.80	\$159,047.78	\$74,846.02
PRECISION TECHNICAL COATINGS	11834	\$231,236.36	\$157,240.72	\$73,995.64
NATIONAL PRESERVE CO.	11750	\$229,595.00	\$156,124.60	\$73,470.40
JACK HOLLAND SR. OIL CO.	10904	\$213,064.16	\$144,883.63	\$68,180.53
NESTLE CO. INC.	10897	\$212,927.38	\$144,790.62	\$68,136.76
AMERICAN HOME FOODS	10733	\$209,722.82	\$142,611.52	\$67,111.30
UNISYS	10683	\$208,745.82	\$141,947.16	\$66,798.66
CALIFORNIA RESIN & CHEMICAL	10467	\$204,525.18	\$139,077.12	\$65,448.06
TRESCO PAINT CO. #	8734	\$170,662.36	\$116,050.40	\$54,611.96
FULLER - O'BRIEN CORPORATION	8713	\$170,252.02	\$115,771.37	\$54,480.65
INDUSTRIAL CHEMICAL CO.	8469	\$165,484.26	\$112,529.30	\$52,954.96
SPENCER KELLOGG CO.	8094	\$158,156.76	\$107,546.60	\$50,610.16
INTERNATIONAL PAPER CO.	7550	\$147,527.00	\$100,318.36	\$47,208.64
E. F. HOUGHTON & CO.	7174	\$140,179.96	\$95,322.37	\$44,857.59
PERSONAL PRODUCTS CO.	7075	\$138,245.50	\$94,006.94	\$44,238.56
KELLY PICKERING CHEMICAL	6945	\$135,705.30	\$92,279.60	\$43,425.70
OWENS ILLINOIS GLASS CO.	5828	\$113,879.12	\$77,437.80	\$36,441.32
COURC OF MONTEREY INC.	5776	\$112,863.04	\$76,746.87	\$36,116.17
GIBSON HOMANS CO.	5571	\$108,857.34	\$74,022.99	\$34,834.35
WITCO CHEMICAL CO.	5561	\$108,661.94	\$73,890.12	\$34,771.82
GONZALEZ BUCKET CO.	5479	\$107,059.66	\$72,800.57	\$34,259.09
CALDO OIL CO. INC.	5404	\$105,594.16	\$71,804.03	\$33,790.13
UNITED TECHNOLOGIES CORP.	5310	\$103,757.40	\$70,555.03	\$33,202.37
WILLARD PRODUCTS	5248	\$102,545.92	\$69,731.23	\$32,814.69
BAY SIDE OIL CO.	5188	\$101,373.52	\$68,933.99	\$32,439.53
WRIGLEY CHEWING GUM CO.	4871	\$95,179.34	\$64,721.95	\$30,457.39
U. S. PRINTING INK CORP.	4764	\$93,088.56	\$63,300.22	\$29,788.34
CALNAP TANNING CO.	4755	\$92,912.70	\$63,180.64	\$29,732.06
CROWN ZELLERBACH CORP.	4627	\$90,411.58	\$61,479.87	\$28,931.71
RON AHLPORT INC.	4500	\$87,930.00	\$59,792.40	\$28,137.60
CHEMLINE INDUSTRIES	4453	\$87,011.62	\$59,167.90	\$27,843.72
AMERICAN BAKERIES CO.	4269	\$83,416.26	\$56,723.06	\$26,693.20
MCCORMICK-SCHILLING	4035	\$78,843.90	\$53,613.85	\$25,230.05
VERONICA FOODS CO.	3993	\$78,023.22	\$53,055.79	\$24,967.43
CROSBY PAINT CO.	3951	\$77,202.54	\$52,497.73	\$24,704.81
ECONOMICS LABORATORY INC.	3918	\$76,557.72	\$52,059.25	\$24,498.47

APPENDIX 1
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
LORENTZ BARREL AND DRUM SUPERFUND SITE
(Rank Sort)

Customer Name	Total Drums	-Column A- Total Settlement Amount (100%) (in dollars)	-Column B- EPA Settlement Amount (68%) (in dollars)	-Column C- State Settlement Amount (32%) (in dollars)
SAN JUAN POOLS	3858	\$75,385.32	\$51,262.02	\$24,123.30
TRI-CAL INC.	3782	\$73,900.28	\$50,252.19	\$23,648.09
BURKE INDUSTRIES CO.	3728	\$72,845.12	\$49,534.68	\$23,310.44
U. S. CELLULOSE CO. INC. #	3552	\$69,406.08	\$47,196.13	\$22,209.95
TECHNICAL COATING	3504	\$68,468.16	\$46,558.35	\$21,909.81
BELVEDERE LABORATORIES	3464	\$67,686.56	\$46,026.86	\$21,659.70
GENERAL PRINTING INK CO.	3379	\$66,025.66	\$44,897.45	\$21,128.21
DEL MONTE CORP.	3353	\$65,517.62	\$44,551.98	\$20,965.64
ANACOMP	3314	\$64,755.56	\$44,033.78	\$20,721.78
PENINSULA OIL CO.	3095	\$60,476.30	\$41,123.88	\$19,352.42
GAVALIN PETROLEUM	2989	\$58,405.06	\$39,715.44	\$18,689.62
RHEEM MANUFACTURING CO.	2950	\$57,643.00	\$39,197.24	\$18,445.76
CALIFORNIA SODA CO.	2787	\$54,457.98	\$37,031.43	\$17,426.55
AMERICAN CONTRACTING	2779	\$54,301.66	\$36,925.13	\$17,376.53
GUARDIAN PACKAGING CORP.	2672	\$52,210.88	\$35,503.40	\$16,707.48
DOPACO INC.	2656	\$51,898.24	\$35,290.80	\$16,607.44
CHEMICAL COMPOUNDING CO.	2641	\$51,605.14	\$35,091.50	\$16,513.64
R & R OIL CO.	2634	\$51,468.36	\$34,998.48	\$16,469.88
PYRAMID PAINTING INC.	2630	\$51,390.20	\$34,945.34	\$16,444.86
BORDEN, INC.	2589	\$50,589.06	\$34,400.56	\$16,188.50
DEVCO OIL CO.	2492	\$48,693.68	\$33,111.70	\$15,581.98
APEX MARBLE	2474	\$48,341.96	\$32,872.53	\$15,469.43
MCKESSON CORP.	2404	\$46,974.16	\$31,942.43	\$15,031.73
NORDA INC.	2373	\$46,368.42	\$31,530.53	\$14,837.89
PROTECT-O-TOP	2361	\$46,133.94	\$31,371.08	\$14,762.86
SIGNETICS CORP.	2334	\$45,606.36	\$31,012.32	\$14,594.04
PACIFIC COAST PRODUCTS	2253	\$44,023.62	\$29,936.06	\$14,087.56
TRIGON CORP.	2214	\$43,261.56	\$29,417.86	\$13,843.70
MITCO PETROLEUM CO.	2132	\$41,659.28	\$28,328.31	\$13,330.97
CENTRAL SOLVENTS & CHEMICAL	2125	\$41,522.50	\$28,235.30	\$13,287.20
DOUG AUSTIN & ASSOCIATES	2060	\$40,252.40	\$27,371.63	\$12,880.77
A & B PAINTING INC.	2049	\$40,037.46	\$27,225.47	\$12,811.99
TRI-VALLEY GROWERS PACKING	2004	\$39,158.16	\$26,627.55	\$12,530.61
VALLEY VIEW PACKING CO. INC.	1951	\$38,122.54	\$25,923.33	\$12,199.21
CALIFORNIA FIBERGLASS	1918	\$37,477.72	\$25,484.85	\$11,992.87
GRIFFITH LABORATORIES INC.	1790	\$34,976.60	\$23,784.09	\$11,192.51
B & W CHEMICALS, INC.	1747	\$34,136.38	\$23,212.74	\$10,923.64
LUNASTRAN	1743	\$34,058.22	\$23,159.59	\$10,898.63
ROHM & HAAS CALIFORNIA INC.	1716	\$33,530.64	\$22,800.84	\$10,729.80
ALMADEN VINEYARDS INC.	1693	\$33,081.22	\$22,495.23	\$10,585.99
NBK CORP.	1664	\$32,514.56	\$22,109.90	\$10,404.66
PACIFIC COAST LACQUER	1592	\$31,107.68	\$21,153.22	\$9,954.46
TELEDYNE MCCORMICK SELPE	1530	\$29,896.20	\$20,329.42	\$9,566.78
ANDPAK EMA INC.	1513	\$29,564.02	\$20,103.53	\$9,460.49
SAN JOSE PETROLEUM CO.	1479	\$28,899.66	\$19,651.77	\$9,247.89
KEM KAL MARBLE	1437	\$28,078.98	\$19,093.71	\$8,985.27
TANDY CORP.	1432	\$27,981.28	\$19,027.27	\$8,954.01
MICRO METALLICS CORP.	1423	\$27,805.42	\$18,907.69	\$8,897.73
GLASFORMS INC.	1413	\$27,610.02	\$18,774.81	\$8,835.21

APPENDIX 1
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
LORENTZ BARREL AND DRUM SUPERFUND SITE
(Rank Sort)

Customer Name	Total Drums	-Column A- Total Settlement Amount (100%) (in dollars)	-Column B- EPA Settlement Amount (68%) (in dollars)	-Column C- State Settlement Amount (32%) (in dollars)
B. O. R. INDUSTRIES INC.	1400	\$27,356.00	\$18,602.08	\$8,753.92
VENTURE CHEMICALS	1394	\$27,238.76	\$18,522.36	\$8,716.40
LUCCA PACKING CO. OF	1355	\$26,476.70	\$18,004.16	\$8,472.54
WORLD ASPHALT	1349	\$26,359.46	\$17,924.43	\$8,435.03
SALINAS VALLEY OIL CO.	1295	\$25,304.30	\$17,206.92	\$8,097.38
FIDELITY ROOFING CO.	1270	\$24,815.80	\$16,874.74	\$7,941.06
JONES CHEMICALS INC.	1269	\$24,796.26	\$16,861.46	\$7,934.80
INDUSTRIAL LABS #	1260	\$24,620.40	\$16,741.87	\$7,878.53
LIBBY LABS	1233	\$24,092.82	\$16,383.12	\$7,709.70
GOOD TIME FOODS INC.	1225	\$23,936.50	\$16,276.82	\$7,659.68
WEST COAST DOOR CO.	1168	\$22,822.72	\$15,519.45	\$7,303.27
SAVNIK & CO.	1165	\$22,764.10	\$15,479.59	\$7,284.51
TERALITE MFG.	1121	\$21,904.34	\$14,894.95	\$7,009.39
BELL INDUSTRIES	1097	\$21,435.38	\$14,576.06	\$6,859.32
VELCON FILTERS INC	1092	\$21,337.68	\$14,509.62	\$6,828.06
LOWE PAINT CO. INC.	1082	\$21,142.28	\$14,376.75	\$6,765.53
RAYTHEON CO.	1075	\$21,005.50	\$14,283.74	\$6,721.76
E. T. HORN CO.	1073	\$20,966.42	\$14,257.17	\$6,709.25
ALCO IRON & METAL	1053	\$20,575.62	\$13,991.42	\$6,584.20
VARIAN ASSOCIATES	1023	\$19,989.42	\$13,592.81	\$6,396.61
GEORGE M. STEIN PAINTING	941	\$18,387.14	\$12,503.26	\$5,883.88
CRIST OIL CO.	903	\$17,644.62	\$11,998.34	\$5,646.28
WESCO OIL CO.	872	\$17,038.88	\$11,586.44	\$5,452.44
SIMPSON LEE PAPER CO.	869	\$16,980.26	\$11,546.58	\$5,433.68
ARBEE SALES	866	\$16,921.64	\$11,506.72	\$5,414.92
JACK HAMILTON	865	\$16,902.10	\$11,493.43	\$5,408.67
BUILDERS CABINET CO. INC.	831	\$16,237.74	\$11,041.66	\$5,196.08
CAPITOL PACKAGING CO.	820	\$16,022.80	\$10,895.50	\$5,127.30
PRIMARK CO.	820	\$16,022.80	\$10,895.50	\$5,127.30
MILLER & GIBSON	819	\$16,003.26	\$10,832.22	\$5,121.04
SUPERIOR PRODUCTS CO. INC.	782	\$15,280.28	\$10,390.59	\$4,889.69
KOLTRON	780	\$15,241.20	\$10,364.02	\$4,877.18
MARKOVITS & FOX	772	\$15,084.88	\$10,257.72	\$4,827.16
CLASSIC SPAS INC.	759	\$14,830.86	\$10,084.98	\$4,745.88
GLASPRO	747	\$14,596.38	\$9,925.54	\$4,670.84
QUATERNION CHEMICAL	726	\$14,186.04	\$9,646.51	\$4,539.53
WILLIAM FOX CO.	717	\$14,010.18	\$9,526.92	\$4,483.26
SILICON CASTING	705	\$13,775.70	\$9,367.48	\$4,408.22
STUTTS SCIENTIFIC SERVICE	687	\$13,423.98	\$9,128.31	\$4,295.67
VIKING CONTAINER CO.	676	\$13,209.04	\$8,982.15	\$4,226.89
RAINBOW FIN CO.	669	\$13,072.26	\$8,889.14	\$4,183.12
ANELLO TRUCKING CO.	658	\$12,857.32	\$8,742.98	\$4,114.34
PACIFIC FIBERGLASS	650	\$12,701.00	\$8,636.68	\$4,064.32
STILES PAINT CO.	645	\$12,603.30	\$8,570.24	\$4,033.06
PARKWAY SEALERS	632	\$12,349.28	\$8,397.51	\$3,951.77
RACOR INDUSTRIES INC.	629	\$12,290.66	\$8,357.65	\$3,933.01
SANTA CLARA COUNTY TRANSIT	626	\$12,232.04	\$8,317.79	\$3,914.25
RIM INDUSTRIES INC.	615	\$12,017.10	\$8,171.63	\$3,845.47
SCHLAGE LOCK CO.	587	\$11,469.98	\$7,799.59	\$3,670.39

APPENDIX 1
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
LORENTZ BARREL AND DRUM SUPERFUND SITE
(Rank Sort)

Customer Name	Total Drums	-Column A- Total Settlement Amount (100%) (in dollars)	-Column B- EPA Settlement Amount (68%) (in dollars)	-Column C- State Settlement Amount (32%) (in dollars)
LUBRICATING SPECIALTIES CO.	581	\$11,352.74	\$7,719.86	\$3,632.88
SUPERIOR MARBLE	573	\$11,196.42	\$7,613.57	\$3,582.85
CHEM ART LABORATORIES #	558	\$10,903.32	\$7,414.26	\$3,489.06
LARSCO	549	\$10,727.46	\$7,294.67	\$3,432.79
KAISER CEMENT	543	\$10,610.22	\$7,214.95	\$3,395.27
ARTESIA DOOR CO.	540	\$10,551.60	\$7,175.09	\$3,376.51
MAYFAIR PACKING CO.	536	\$10,473.44	\$7,121.94	\$3,351.50
WAYMIRE DRUM CO. INC.	531	\$10,375.74	\$7,055.50	\$3,320.24
INTEL	528	\$10,317.12	\$7,015.64	\$3,301.48
IMPERIAL COATINGS INC.	521	\$10,180.34	\$6,922.63	\$3,257.71
AMOCO	517	\$10,102.18	\$6,869.48	\$3,232.70
BRUCE CHURCH CO.	502	\$9,809.08	\$6,670.17	\$3,138.91
CENTURY FIBERCRAFT	500	\$9,770.00	\$6,643.60	\$3,126.40
I E S	499	\$9,750.46	\$6,630.31	\$3,120.15
PENINSULA MARBLE	499	\$9,750.46	\$6,630.31	\$3,120.15
ZYCON CORP.	467	\$9,125.18	\$6,205.12	\$2,920.06
CAL STONE	456	\$8,910.24	\$6,058.96	\$2,851.28
AMERICAN BARREL & COOPERAGE	444	\$8,675.76	\$5,899.52	\$2,776.24
JOENS-MANVILLE CO.	428	\$8,363.12	\$5,686.92	\$2,676.20
ROOFING ASSOCIATES	426	\$8,324.04	\$5,660.35	\$2,663.69
KAISER ALUMINUM & CHEMICAL	410	\$8,011.40	\$5,447.75	\$2,563.65
ALCAL ROOFING	408	\$7,972.32	\$5,421.18	\$2,551.14
AMERICAN POLYTHERM	408	\$7,972.32	\$5,421.18	\$2,551.14
BISHOP INDUSTRIES CO.	406	\$7,933.24	\$5,394.60	\$2,538.64
EAST BAY OIL CO.	405	\$7,913.70	\$5,381.32	\$2,532.38
PERRY WESTON	400	\$7,816.00	\$5,314.88	\$2,501.12
APACHE ENTERPRISES	390	\$7,620.60	\$5,182.01	\$2,438.59
RAINPROOF SYSTEMS CORP.	384	\$7,503.36	\$5,102.28	\$2,401.08
VIC HUBBARD SPEED & MARINE	352	\$6,878.08	\$4,677.09	\$2,200.99
STUCCO STONE PROD.	348	\$6,799.92	\$4,623.95	\$2,175.97
AN-FO MFG. CO.	344	\$6,721.76	\$4,570.80	\$2,150.96
ANGRAY MERCHANDISING CORP.	323	\$6,311.42	\$4,291.77	\$2,019.65
ECONOMY CAR CENTER	318	\$6,213.72	\$4,225.33	\$1,988.39
JHIRMACK	307	\$5,998.78	\$4,079.17	\$1,919.61
PRESSURE VESSEL SERVICE	307	\$5,998.78	\$4,079.17	\$1,919.61
CONCRETE CHEMICALS	304	\$5,940.16	\$4,039.31	\$1,900.85
ROMIC CHEMICAL CO. *	13343	\$1,000.00	\$680.00	\$320.00
JOHN JONES #	13383	\$250.00	\$170.00	\$80.00
JERRY MELLO #	385	\$20.00	\$13.60	\$6.40
		\$13,209,587.02	\$8,982,519.19	\$4,227,067.83

APPENDIX 2
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
LORENTZ BARREL AND DRUM SUPERFUND SITE
(Alphabetical Sort)

Customer Name	Total Drums	-Column A- Total Settlement Amount (100%) (in dollars)	-Column B- EPA Settlement Amount (68%) (in dollars)	-Column C- State Settlement Amount (32%) (in dollars)
ADHESIVES CONSULTANTS CORP.	19006	\$371,377.24	\$252,536.52	\$118,840.72
ALCAL ROOFING	408	\$7,972.32	\$5,421.18	\$2,551.14
AMERICAN CONTRACTING	2779	\$54,301.66	\$36,925.13	\$17,376.53
AMOCO	517	\$10,102.18	\$6,869.48	\$3,232.70
ANACOMP	3314	\$64,755.56	\$44,033.78	\$20,721.78
ANGRAY MERCHANDISING CORP.	323	\$6,311.42	\$4,291.77	\$2,019.65
B & W CHEMICALS, INC.	1747	\$34,136.38	\$23,212.74	\$10,923.64
BELL INDUSTRIES	1097	\$21,435.38	\$14,576.06	\$6,859.32
BURKE INDUSTRIES CO.	3688	\$72,063.52	\$49,003.19	\$23,060.33
CENTRAL SOLVENTS & CHEMICAL	2125	\$41,522.50	\$28,235.30	\$13,287.20
CHEM ART LABORATORIES #	558	\$500.00	\$340.00	\$160.00
CROWN ZELLERBACH CORP.	4627	\$90,411.58	\$61,479.87	\$28,931.71
DEL MONTE CORP.	2340	\$45,723.60	\$31,092.05	\$14,631.55
DOPACO INC.	2656	\$51,898.24	\$35,290.80	\$16,607.44
E. F. HOUGHTON & CO.	7174	\$140,179.96	\$95,322.37	\$44,857.59
FULLER - O'BRIEN CORPORATION	8713	\$170,252.02	\$115,771.37	\$54,480.65
GENERAL PRINTING INK CO.	3379	\$66,025.66	\$44,897.45	\$21,128.21
GLASFORMS INC.	1413	\$27,610.02	\$18,774.81	\$8,835.21
INDUSTRIAL LABS #	1260	\$100.00	\$68.00	\$32.00
INTEL	528	\$10,317.12	\$7,015.64	\$3,301.48
INTERNATIONAL PAPER CO.	7550	\$147,527.00	\$100,318.36	\$47,208.64
JERRY MELLO #	385	\$20.00	\$13.60	\$6.40
JHIRMACK	307	\$5,998.78	\$4,079.17	\$1,919.61
JOHN JONES #	13383	\$250.00	\$170.00	\$80.00
JONES CHEMICALS INC.	1269	\$24,796.26	\$16,861.46	\$7,934.80
KAISER ALUMINUM & CHEMICAL	410	\$8,011.40	\$5,447.75	\$2,563.65
KAISER CEMENT	543	\$10,610.22	\$7,214.95	\$3,395.27
LUBRICATING SPECIALTIES CO.	581	\$11,352.74	\$7,719.86	\$3,632.88
MCKESSON CORP.	2104	\$41,112.16	\$27,956.27	\$13,155.89
MICRO METALLICS CORP.	1423	\$27,805.42	\$18,907.69	\$8,897.73
NEK CORP.	1664	\$32,514.56	\$22,109.90	\$10,404.66
NORDA INC.	2373	\$46,368.42	\$31,530.53	\$14,837.89
OWENS ILLINOIS GLASS CO.	5828	\$113,879.12	\$77,437.80	\$36,441.32
PACIFIC FIBERGLASS	650	\$12,701.00	\$8,636.68	\$4,064.32
PERSONAL PRODUCTS CO.	7075	\$138,245.50	\$94,006.94	\$44,238.56
PYRAMID PAINTING INC.	2630	\$51,390.20	\$34,945.34	\$16,444.86
RAYTHEON CO.	1075	\$21,005.50	\$14,283.74	\$6,721.76
RHEEM MANUFACTURING CO.	1289	\$25,187.06	\$17,127.20	\$8,059.86
RIM INDUSTRIES INC.	615	\$12,017.10	\$8,171.63	\$3,845.47
ROEM & HAAS CALIFORNIA INC.	1716	\$33,530.64	\$22,800.84	\$10,729.80
ROMIC CHEMICAL CO. *	13343	\$1,000.00	\$680.00	\$320.00
SANTA CLARA COUNTY TRANSIT	626	\$12,232.04	\$8,317.79	\$3,914.25
SCHLAGE LOCK CO.	589	\$11,509.06	\$7,826.16	\$3,682.90
SIGNETICS CORP.	2334	\$45,606.36	\$31,012.32	\$14,594.04
SIMPSON LEE PAPER CO.	869	\$16,980.26	\$11,546.58	\$5,433.68
STUCCO STONE PROD.	339	\$6,624.06	\$4,504.36	\$2,119.70
STUTTS SCIENTIFIC SERVICE	687	\$13,423.98	\$9,128.31	\$4,295.67
TANDY CORP.	1377	\$26,906.58	\$18,296.47	\$8,610.11

APPENDIX 2
 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
 LORENTZ BARREL AND DRUM SUPERFUND SITE
 (Alphabetical Sort)

<u>Customer Name</u>	<u>Total Drums</u>	-Column A- Total Settlement Amount (100%) (in dollars)	-Column B- EPA Settlement Amount (68%) (in dollars)	-Column C- State Settlement Amount (32%) (in dollars)
TECHNICAL COATING	3504	\$68,468.16	\$46,558.35	\$21,909.81
THOMAS J. LIPTON INC.	1787	\$34,917.98	\$23,744.23	\$11,173.75
TRESCO PAINT CO. #	8734	\$30,000.00	\$20,400.00	\$9,600.00
TRI-CAL INC.	3782	\$73,900.28	\$50,252.19	\$23,648.09
U. S. CELLULOSE CO. INC. #	3552	\$22,500.00	\$15,300.00	\$7,200.00
UNISYS	10683	\$208,745.82	\$141,947.16	\$66,798.66
VARIAN ASSOCIATES	1023	\$19,989.42	\$13,592.81	\$6,396.61
VELCON FILTERS INC	1092	\$21,337.68	\$14,509.62	\$6,828.06
VIC HUBBARD SPEED & MARINE	352	\$6,878.08	\$4,677.09	\$2,200.99
VIKING CONTAINER CO.	676	\$13,209.04	\$8,982.15	\$4,226.89
WRIGLEY CHEWING GUM CO.	440	\$8,597.60	\$5,846.37	\$2,751.23
ZYCON CORP.	467	\$9,125.18	\$6,205.12	\$2,920.06
		\$2,703,271.02	\$1,838,224.30	\$865,046.72

APPENDIX 2
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
LORENTZ BARREL AND DRUM SUPERFUND SITE
(Rank Sort)

Customer Name	Total Drums	-Column A- Total Settlement Amount (100%) (in dollars)	-Column B- EPA Settlement Amount (68%) (in dollars)	-Column C- State Settlement Amount (32%) (in dollars)
ADHESIVES CONSULTANTS CORP.	19006	\$371,377.24	\$252,536.52	\$118,840.72
UNISYS	10683	\$208,745.82	\$141,947.16	\$66,798.66
FULLER - O'BRIEN CORPORATION	8713	\$170,252.02	\$115,771.37	\$54,480.65
INTERNATIONAL PAPER CO.	7550	\$147,527.00	\$100,318.36	\$47,208.64
E. P. HOUGHTON & CO.	7174	\$140,179.96	\$95,322.37	\$44,857.59
PERSONAL PRODUCTS CO.	7075	\$138,245.50	\$94,006.94	\$44,238.56
OWENS ILLINOIS GLASS CO.	5828	\$113,879.12	\$77,437.80	\$36,441.32
CROWN ZELLERBACH CORP.	4627	\$90,411.58	\$61,479.87	\$28,931.71
TRI-CAL INC.	3782	\$73,900.28	\$50,252.19	\$23,648.09
BURKE INDUSTRIES CO.	3688	\$72,063.52	\$49,003.19	\$23,060.33
TECHNICAL COATING	3504	\$68,468.16	\$46,558.35	\$21,909.81
GENERAL PRINTING INK CO.	3379	\$66,025.66	\$44,897.45	\$21,128.21
ANACOMP	3314	\$64,755.56	\$44,033.78	\$20,721.78
AMERICAN CONTRACTING	2779	\$54,301.66	\$36,925.13	\$17,376.53
DOPACO INC.	2656	\$51,898.24	\$35,290.80	\$16,607.44
PYRAMID PAINTING INC.	2630	\$51,390.20	\$34,945.34	\$16,444.86
NORDA INC.	2373	\$46,368.42	\$31,530.53	\$14,837.89
DEL MONTE CORP.	2340	\$45,723.60	\$31,092.05	\$14,631.55
SIGNETICS CORP.	2334	\$45,606.36	\$31,012.32	\$14,594.04
CENTRAL SOLVENTS & CHEMICAL	2125	\$41,522.50	\$28,235.30	\$13,287.20
MCKESSON CORP.	2104	\$41,112.16	\$27,956.27	\$13,155.89
THOMAS J. LIPTON INC.	1787	\$34,917.98	\$23,744.23	\$11,173.75
B & W CHEMICALS, INC.	1747	\$34,136.38	\$23,212.74	\$10,923.64
ROHM & HAAS CALIFORNIA INC.	1716	\$33,530.64	\$22,800.84	\$10,729.80
NEK CORP.	1664	\$32,514.56	\$22,109.90	\$10,404.66
TRESCO PAINT CO. #	8734	\$30,000.00	\$20,400.00	\$9,600.00
MICRO METALLICS CORP.	1423	\$27,805.42	\$18,907.69	\$8,897.73
GLASFORMS INC.	1413	\$27,610.02	\$18,774.81	\$8,835.21
TANDY CORP.	1377	\$26,906.58	\$18,296.47	\$8,610.11
RHEEM MANUFACTURING CO.	1289	\$25,187.06	\$17,127.20	\$8,059.86
JONES CHEMICALS INC.	1269	\$24,796.26	\$16,861.46	\$7,934.80
U. S. CELLULOSE CO. INC. #	3552	\$22,500.00	\$15,300.00	\$7,200.00
BELL INDUSTRIES	1097	\$21,435.38	\$14,576.06	\$6,859.32
VELCON FILTERS INC	1092	\$21,337.68	\$14,509.62	\$6,828.06
RAYTHEON CO.	1075	\$21,005.50	\$14,283.74	\$6,721.76
VARIAN ASSOCIATES	1023	\$19,989.42	\$13,592.81	\$6,396.61
SIMPSON LEE PAPER CO.	869	\$16,980.26	\$11,546.58	\$5,433.68
STUTTS SCIENTIFIC SERVICE	687	\$13,423.98	\$9,128.31	\$4,295.67
VIKING CONTAINER CO.	676	\$13,209.04	\$8,982.15	\$4,226.89
PACIFIC FIBERGLASS	650	\$12,701.00	\$8,636.68	\$4,064.32
SANTA CLARA COUNTY TRANSIT	626	\$12,232.04	\$8,317.79	\$3,914.25
RIM INDUSTRIES INC.	615	\$12,017.10	\$8,171.63	\$3,845.47
SCHLAGE LOCK CO.	589	\$11,509.06	\$7,826.16	\$3,682.90
LUBRICATING SPECIALTIES CO.	581	\$11,352.74	\$7,719.86	\$3,632.88
KAISER CEMENT	543	\$10,610.22	\$7,214.95	\$3,395.27
INTEL	528	\$10,317.12	\$7,015.64	\$3,301.48
AMOCO	517	\$10,102.18	\$6,869.48	\$3,232.70
ZYCON CORP.	467	\$9,125.18	\$6,205.12	\$2,920.06

APPENDIX 2
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
LORENTZ BARREL AND DRUM SUPERFUND SITE
(Rank Sort)

<u>Customer Name</u>	<u>Total Drums</u>	-Column A- Total Settlement Amount (100%) (in dollars)	-Column B- EPA Settlement Amount (68%) (in dollars)	-Column C- State Settlement Amount (32%) (in dollars)
WRIGLEY CHEWING GUM CO.	440	\$8,597.60	\$5,846.37	\$2,751.23
KAISER ALUMINUM & CHEMICAL	410	\$8,011.40	\$5,447.75	\$2,563.65
ALCAL ROOFING	408	\$7,972.32	\$5,421.18	\$2,551.14
VIC HUBBARD SPEED & MARINE	352	\$6,878.08	\$4,677.09	\$2,200.99
STUCCO STONE PROD.	339	\$6,624.06	\$4,504.36	\$2,119.70
ANGRAY MERCHANDISING CORP.	323	\$6,311.42	\$4,291.77	\$2,019.65
JHIRMACK	307	\$5,998.78	\$4,079.17	\$1,919.61
ROMIC CHEMICAL CO. *	13343	\$1,000.00	\$680.00	\$320.00
CHEM ART LABORATORIES #	558	\$500.00	\$340.00	\$160.00
JOHN JONES #	13383	\$250.00	\$170.00	\$80.00
INDUSTRIAL LABS #	1260	\$100.00	\$68.00	\$32.00
JERRY MELLO #	385	\$20.00	\$13.60	\$6.40
		\$2,703,271.02	\$1,838,224.30	\$865,046.72



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX

75 Hawthorne Street

San Francisco, CA 94105-3901

Appendix 3

Administrative Order on Consent

U.S. EPA Docket No. 96-01

LORENTZ BARREL AND DRUM SUPERFUND SITE

**ESTIMATE OF TOTAL CLEAN UP COSTS
AND PREMIUM JUSTIFICATION¹**

September 28, 1995²

- I. SUMMARY OF ESTIMATED TOTAL CLEAN UP COSTS**
- II. ESTIMATED CLEAN UP COSTS**
- III. PREMIUM JUSTIFICATION**
- IV. DETERMINING PRICE PER BARREL FOR DE MINIMIS PARTIES**
- V. DETERMINING STATE AND EPA PERCENTAGES OF COMBINED STATE AND EPA COSTS**
- VI. NUMBER OF BARRELS SENT TO THE SITE BY PRIOR SETTLORS WHO ARE DE MINIMIS PARTIES, MULTIPLIED BY STATE PRICE PER BARREL**

¹Price per barrel calculations based on EPA's July 29, 1994 Waste-In List.

²This document is identical to the September 15, 1994 "Estimate of Total Clean Up Costs and Premium Justification" except for minor text clarifications.

I. SUMMARY OF ESTIMATED TOTAL CLEAN UP COSTS

Federal

EPA past and future costs \$10,852,265

State

State of California past and future costs 5,190,309

Value of Settlements with Potentially Responsible Parties (PRPs)¹

Shallow Groundwater Task Force past and future costs 6,588,029

Removal Group past and future costs 1,599,312

Future Settlements with PRPs

Operable Unit 1 Operation & Maintenance 968,468

\$25,198,383

<u>Clean up Activity</u>	<u>EPA Costs</u>	<u>State Costs</u>	<u>PRP Costs</u>	<u>Future Settlement</u>	<u>TOTAL</u>
Operable Unit 2 (Shallow Groundwater)	\$434,848	\$108,653	\$6,588,029	0	\$7,131,530
Structures, Sump, and Debris Removal	\$31,959	\$13,378	\$1,599,312	0	\$1,644,649
Operable Unit 1 (Final Remedy)	\$10,385,458	\$5,068,278		\$968,468 (O&M)	\$16,422,204
<u>TOTAL</u>	<u>\$10,852,265</u>	<u>\$5,190,309</u>	<u>\$8,187,341</u>	<u>\$968,468</u>	<u>\$25,198,383</u>

¹EPA's oversight costs, which the PRPs have agreed to pay, have not yet been paid by the PRPs and are therefore excluded from the PRPs' costs and included in EPA's costs for the purposes of this cost estimate. For paragraphs 19 and 20 of AOC 96-01, EPA calculated the total value of the settlements by adding EPA's estimated oversight costs for OU-2 (\$438,848) to the estimated PRP costs for OU-2 (\$6,588,029) to derive the total of \$7,022,877, and adding EPA's estimated oversight costs for the Structures Removal (\$31,959) to the estimated PRP costs for the Structures Removal (\$1,599,312) to derive the total of \$1,631,271.

II. ESTIMATED CLEAN UP COSTS

Estimated EPA Costs for Operable Unit 2
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A. EPA Oversight Costs	
Past Costs (through 12/31/93) ¹	359,867
Estimated Future Costs	
Oversight at \$4,206/yr., 28.5 years ²	63,172
Six 5-year reviews at \$4,630/yr. ³	11,809
TOTAL	\$ 434,848

Notes and Assumptions

1. Past costs through December 31, 1993 are summarized in the Itemized Cost Summary Report for Site ID number 9-X8, dated June 28, 1994 (Attachment 2).
2. Based on EPA oversight costs for the period of May 1992 to April 1993, EPA estimates 3 hours/month for Remedial Project Manager (RPM) oversight of OU-2, at \$33/hour (payroll cost listed for a senior RPM at the end of FY-93), and 10 hours/year for an EPA Office of Regional Counsel (ORC) attorney, at \$39/hour (payroll cost listed for a senior attorney at the end of FY-93). Indirect costs are estimated at \$73/hour based on the most recent indirect rate listed in the June 28, 1994 Itemized Cost Summary Report (Attachment 2). An independent auditor determines the indirect rate for each EPA regional office. The \$73/hour figure in the July 28, 1994 Itemized Cost Summary Report was calculated based on the 1988 indirect cost total for Region 9.

Annual RPM total = 36 hours x \$33 =	\$1,188
Annual indirect costs = 36 hours x \$73 =	2,628
Annual ORC total = 10 hours x \$39 =	390
Annual Total Oversight Costs =	<u>\$4,206</u>

Since operation and maintenance (O & M) is projected to last for 30 years, the number of years estimated for oversight is 28.5 (1.5 years of oversight are included in past costs). The total present worth of annual O & M cost was calculated using a 5% annual interest rate for 28.5 years.

3. For each 5-year review, EPA estimates an additional 40 hours/year for the RPM, at \$33/hour, and an additional 10 hours/year for ORC at \$39/hour. Indirect costs are estimated at \$73/hour.

RPM total, 5-yr review year = 40 hours x \$33 =	\$1,320
Indirect costs, 5-yr review year = 40 hours x \$73 =	2,920
ORC total, 5-yr review year = 10 hours x \$39 =	390
Total Oversight Costs, 5-Year Review Year =	<u>\$4,630</u>

The total present worth of the six 5-year reviews was calculated using a 5% annual interest rate for each of the six years.

Estimated EPA Costs for Structures, Sumps, and Debris Removal Action

A.	EPA Oversight Costs	
	Past Costs (through 12/31/93) ¹	17,484
	Estimated Future Costs ²	14,475
	TOTAL	\$ 31,959

Notes and Assumptions

1. Past costs through December 31, 1993 are summarized in the Itemized Cost Summary Report for Site ID number 9-4N, dated June 28, 1994 (Attachment 2).

2. For the period January 1994 through April 1994, EPA estimates 5 hours/week for RPM oversight; for the period of May 1994 through September 1994, EPA estimates 2 hours/week for RPM oversight. Both periods are estimated at \$33/hour (payroll cost listed for a senior RPM at the end of FY-93). For the period January 1994 through September 1994, EPA estimates 5 hours/month for an EPA ORC attorney, at \$39/hour (payroll cost listed for a senior attorney at the end of FY-93). Indirect costs are estimated at \$73/hour based on the current Itemized Cost Summary Report (Attachment 2).

RPM total, 1/94 through 4/94 = 80 hours x \$33 =	\$2,640
RPM total, 5/94 through 9/94 = 40 hours x \$33 =	1,320
Indirect costs = (80 + 40) hours x \$73 =	8,760
ORC total = 45 hours x \$39 =	1,755
Total Oversight Costs =	\$14,475

Estimated EPA Costs for Operable Unit 1 (Final Remedy)

A.	Estimated Capital Costs ¹	\$ 1,001,522
C.	EPA Past Costs ²	8,580,329
D.	Estimated EPA Future Enforcement Costs ³	657,488
E.	Estimated EPA Oversight Costs	
	Oversight of Remedial Design/Remedial Action ⁴	69,654
	Oversight at \$4,206/yr., 30 years ⁵	64,656
	Six 5-year reviews at \$4,630/yr. ⁶	11,809
	TOTAL	\$10,385,458

Notes and Assumptions

1. EPA's August 26, 1993 Record of Decision (ROD) for Operable Unit 1 (OU-1) contains this estimate of capital costs for OU-1 (Attachment 3, Summary of Estimated Costs for the Selected Remedy).
2. Past costs through December 31, 1993 are summarized in the Itemized Cost Summary Report for Site ID number 9-89, dated June 28, 1994 (Attachment 2).
3. For the period of January 1994 to January 1996, EPA estimates 28 hours/week for an RPM at \$33/hour (payroll cost listed for a senior RPM at the end of FY-93), 30 hours/week for an EPA ORC attorney at \$39/hour (payroll cost listed for a senior attorney at the end of FY-93), and 28 hours/week each for two EPA Office of Enforcement and Compliance Assurance (OECA) attorneys at \$39/hour (payroll cost listed for a senior attorney at the end of FY-93). These estimates assume that the RPM and OECA attorneys will each be spending 70% of their time on OU-1 enforcement activities; the ORC attorney, 75%. Indirect costs are estimated at \$73/hour based on the current Itemized Cost Summary Report (Attachment 2).

RPM total, 1/94 through 1/96 = 2912 hours x \$33 =	\$ 96,096
Indirect costs = 2912 hours x \$73 =	212,576
ORC total = 3120 hours x \$39 =	121,680
OECA total = (2912 x 2) hours x \$39 =	227,136
Total Future Enforcement Costs =	<u>\$657,488</u>

4. For an 18-month period, EPA estimates 8 hours/week for 1) RPM review of Fund-lead remedial design (RD) or oversight of PRP-lead RD, and 2) RPM oversight of Fund-lead or PRP-lead remedial action (RA), at \$33/hour (payroll cost listed for a senior RPM at the end of FY-93), and 5 hours/month for an EPA Office of Regional Counsel (ORC) attorney at \$39/hour (payroll cost listed for a senior attorney at the end of FY-93). Indirect costs are estimated at \$73/hour.

RPM total = 624 hours x \$33 =	\$20,592
Indirect costs = 624 hours x \$73 =	45,552
ORC total = 90 hours x \$39 =	3,510
Total RD Review/Oversight Costs =	<u>\$69,654</u>

5. Based on EPA oversight costs for the period of May 1992 to April 1993 for OU-2, EPA estimates 3 hours/month for RPM oversight of OU-1, at \$33/hour (payroll cost listed for a senior RPM at the end of FY-93), and 10 hours/year for an EPA ORC attorney, at \$39/hour (payroll cost listed for a senior attorney at the end of FY-93). Indirect costs are estimated at \$73/hour.

Annual RPM total = 36 hours x \$33 =	\$1,188
Annual indirect costs = 36 hours x \$73 =	2,628
Annual ORC total = 10 hours x \$39 =	390
Annual Total Oversight Costs =	<u>\$4,206</u>

The total present worth of annual O & M cost was calculated using a 5% annual interest rate for 30 years.

6. For each 5-year review, EPA estimates an additional 40 hours/year for the RPM, at \$33/hour, and an additional 10 hours/year for ORC at \$39/hour. Indirect costs are estimated at \$73/hour.

RPM total, 5-yr review year = 40 hours x \$33 =	\$1,320
Indirect costs, 5-yr review year = 40 hours x \$73 =	2,920
ORC total, 5-yr review year = 10 hours x \$39 =	390
Total Oversight Costs, 5-Year Review Year =	<u>\$4,630</u>

The total present worth of the six 5-year reviews was calculated using a 5% annual interest rate for each of the six years.

Estimated PRP Costs for Operable Unit 2
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A. Capital Costs ¹	\$ 2,312,000
B. Operation & Maintenance	
First 2 years O & M ²	520,364
Estimated Future O & M, 1994 - 2022 (28 years), \$250,000/yr. ³	3,724,525
C. Estimate of PRP project management costs ⁴	31,140
TOTAL	<u>\$ 6,588,029</u>

Notes and Assumptions

1. The capital cost amount was provided by Sarah Flanagan, counsel for the Lorentz Shallow Groundwater Task Force (Task Force), the potentially responsible party (PRP) group performing the Operable Unit 2 (OU-2) work pursuant to a July 6, 1990 consent decree. This approximate amount represents actual expenses incurred by the Task Force for design and construction of OU-2, and is close to the \$2,022,000 amount estimated in EPA's September 22, 1988 OU-2 Record of Decision (ROD). The Task Force's letter describing OU-2 costs is attached as Attachment 4, and an EPA memorandum regarding a telephone call between EPA ORC and counsel for the Task Force regarding OU-2 costs is attached as Attachment 5.
2. The Task Force stated that O & M costs from May 1992 to March 1994 were \$477,000 (Attachments 4 and 5). Using this figure, which represented 22 months, EPA derived a monthly figure and estimated annual costs of \$260,182 for the first two years.
3. The Task Force estimated future O & M at \$200,000 to \$250,000 a year (Attachment 4). This figure is close to the \$198,000 annual O & M figure estimated in EPA's OU-2 ROD. While it is unknown how many years of groundwater remediation will be necessary in order to meet the requirements of the 1988 OU-2 ROD, this estimate uses a 30 years period based on EPA's conclusion in the 1993 OU-1 ROD that the intermediate and deep aquifers should be monitored for shallow groundwater contaminant

migration for 30 years or until concentrations of VOCs in the shallow groundwater no longer pose a threat to the deeper aquifers. The total present worth of annual O & M cost, from May 1994 to May 2022, was calculated using a 5% annual interest rate for 28 years.

4. The Task Force stated that its capital cost total and its total for the first two years of O & M do not include in-house technical services provided by two of its member companies: Romic (Steve Henshaw) and DuPont (Michael Parr). The Task Force did not provide any estimate of the value of their services. Faced with a choice of not including any amount for these service or developing its own, EPA chose to generate an estimate based on the amount of time the EPA Remedial Project Manager (RPM) during the period in question estimated for each individual. EPA based its hourly pay rate on the RPM's hourly payroll cost at the end of FY-92, since no salary information was provided by the Task Force.

EPA estimates for S. Henshaw 10 hours/week for 23 months, from the July 1990 consent decree entry through the May 1992 start of O & M, at \$30/hour. For M. Parr, EPA estimates 2 hours/week for 12 months, from the July 1990 consent decree entry to the July 1991 remedial design completion, and 2 hours/month for 11 months, from remedial design completion through the May 1992 start of O & M, both periods at \$30 hour.

Total for S. Henshaw = 920 hours x \$30/hour =	\$27,600
Total for M. Parr = (96 + 22) hours x \$30/hour =	3,540
Total for S. Henshaw and M. Parr =	<u>\$31,140</u>

Estimated PRP Costs for Structures, Sumps, and Debris Removal Action

A. Estimated Total Removal Costs ¹	\$ 1,599,312
TOTAL	<u>\$ 1,599,312</u>

Notes and Assumptions

1. The removal action total cost figure was provided by Bruce Klafter, counsel for the Removal Action Group, the PRP group performing the Structures, Sumps, and Debris Removal Action pursuant to an October 7, 1992 Administrative Order on Consent. The Removal Action Group's estimate included both the actual amount expended by the Removal Action Group through mid-February 1994, \$656,312, and an estimate of \$918,000 to complete the removal action. After EPA received this estimate, the RPM was informed by the Removal Action Group's project coordinator, Jennifer Hughes, that site paving costs would likely be higher than estimated; accordingly, the RPM modified the Removal Action Group's estimate to reflect a possible additional cost of \$25,000. The Removal Action Group's letter describing removal action costs is attached as Attachment 6.

Estimated Future Settlement Costs for Operable Unit 1 (Final Remedy)

A. Operation & Maintenance	
Estimated Total Present Worth of Annual O & M (30 years) ²	968,468
TOTAL	\$ 968,468

Notes and Assumptions

1. The OU-1 ROD contains this estimate of O & M for OU-1 (Attachment 3, Summary of Estimated Costs for the Selected Remedy). The total present worth of annual O & M cost was calculated using a 5% annual interest rate for 30 years.

Estimated State of California Costs
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See Attachment 1 for the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) estimate of State clean up costs.

III. PREMIUM JUSTIFICATION

De minimis settlements with EPA involve paying money in exchange for an agreement from EPA not to sue a party for the clean up costs. When de minimis settlements occur prior to or during the clean up of a Superfund site, total clean up costs are not known and are, therefore, estimated. In order to protect EPA against the risk that the clean up will cost more than estimated, or that further clean up will be required because the selected clean up remedy does not clean up the site as expected, EPA requires a premium payment from parties in exchange for EPA assuming financial and future clean up risks. The term "premium payment" refers to a risk apportionment device, similar to an insurance premium, under which the risk taken by EPA is offset by a premium in excess of the cost projected to complete the clean up. In this de minimis settlement for the Lorentz Barrel and Drum Superfund site, the settlement with EPA and the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) involves paying money in exchange for an agreement from both EPA and DTSC not to sue a party for the clean up costs, except as provided in the Administrative Order on Consent.

Cost Overruns

EPA Office of Solid Waste and Emergency Response (OSWER) Directive 9834.7-1D, "Streamlined Approach for Settlements with De Minimis Waste Contributors under CERCLA Section 122(g)(1)(A)," provides that EPA may assign a premium of 100% if offering a covenant not to sue without a remedy cost reopener. This guidance also recommends adjusting premium amounts to reflect other concerns, and specifically states that site conditions may justify a lower premium. Although the factors below indicate some of the potential for Operable Unit 1 remedy cost overruns, OU-1 remedial action costs are relatively small in proportion to the estimated total clean up cost for the site: \$2 million of an estimated total cost of \$25 million, which amounts to 6% of the estimated total cost. Accordingly, site conditions justify a premium less than 100% for cost overruns.

A premium of 50% is assigned to the basic price per barrel to protect EPA and DTSC against cost overruns on the Operable Unit 1 remedial action. Operable Unit 2 is not considered here because future work on OU-2 will be performed by the Lorentz Shallow Groundwater Task Force, a group of PRPs, pursuant to a consent decree with EPA.

This premium was developed based on the following considerations:

1. The costs estimated in the August 26, 1993 Record of Decision for OU-1 were derived with a level of accuracy of -30/50% pursuant to EPA guidance.
2. Although SVE is effective in removing VOCs in homogeneous soil, it may be less effective in the heterogeneous soils at the Lorentz Site. Reduced SVE efficiency may result in a longer period of treatment or a greater level of effort than estimated.
3. Poorly-identified former agricultural wells and the original San Jose State University (SJSU) Stadium well are conduits that may pose major problems. Some wells may be inaccessible under residential structures. The condition of these conduits and lack of well construction details may make removal especially difficult.

Remedy Failure

OSWER Directive 9835.6, "Guidance on Premium Payments in CERCLA Settlements," states that two general factors should be considered in determining the amount of premium for future liability (in the event of remedy failure): "the likelihood that future remediation will be required and the cost of such remediation." The factors below indicate that it is not highly likely that future remediation will be

required based on the standard technologies used in the OU-1. Since it is possible that SVE may not remove VOCs from the principal threat soil at the site, the cost of such future remediation, if required, is discussed below.

With respect to Operable Unit 2, no remedy failure premium is necessary because the construction and operation and maintenance costs estimated for the most expensive alternatives considered in the 1988 Record of Decision are only slightly greater than the 1988 estimated costs for the selected remedy, and the estimated operation and maintenance costs of these alternatives are approximately equal to the current annual costs for the OU-2 remedy. In the event that the selected OU-2 remedial action fails, the costs associated with further work would not differ significantly from the costs estimated in this document.

A premium of 50% is assigned to the basic price per barrel to protect EPA in the event of a failure of the remedy selected for Operable Unit 1. As stated above, OU-1 costs are relatively small in proportion to the estimated total clean up cost for the site. Accordingly, a 50% premium provides sufficient protection in the event that further response action will be necessary in addition to the work specified in the Record of Decision.

This premium was developed based on the following considerations:

Likelihood that future remediation will be required:

1. Capping is a proven technology using asphaltic-concrete and common construction techniques. Maintenance of the cap also uses common construction practices. Repairs for erosion, cracking, and deterioration can be easily accomplished.
2. Installation and operation of the SVE system can be accomplished using readily obtainable technology and materials. SVE is already being employed at other cleanup sites.
3. SVE may not effectively remove VOC's in the heterogeneous soils at the site.

The costs of future remediation if required in the event of SVE failure:

1. Principal threat soil, if allowed to remain in place, could impact the groundwater. In order to consider the worst case scenario from a cost perspective, the most expensive alternative in the 1993 Record of Decision, excavation and off-site disposal, was evaluated. The excavation and off-site disposal alternative would reduce the likelihood of VOC migration into the groundwater by excavating 9,700 tons of principal threat soil. However, this

alternative would also excavate 55,300 tons of other contaminated soil, an unnecessary action since the selected remedy caps such soil. If future remediation is required because of SVE failure, it is likely that it would be necessary to only excavate and dispose of 9,700 tons of soil, an amount equal to 15% of the 65,000 tons described under the excavation and disposal alternative. Using this figure of 15% of the soil estimated in this alternative to derive an estimate of the cost of excavating and disposing of only the principal threat soil, a figure of \$1,294,221 is obtained. This estimate represents a figure 66% of the estimated OU-1 remedial action cost of \$1,969,990.

IV. DETERMINING PRICE PER BARREL FOR DE MINIMIS PARTIES

Basic Price per Barrel

Total Estimated Costs for Lorentz Site Clean Up *divided by* Total Number of Barrels on Waste-in List¹ = Price Per Barrel

$$\$25,198,383 / 2,578,440 = \$9.77 \text{ per barrel}$$

Price per Barrel with Premium

Total premium amount: 50% premium for cost overruns
 + 50% premium for remedy failure
 100% premium

(Price per barrel) plus (price per barrel multiplied by 100 percent premium):
(\$9.77) + (\$9.77 x 100%) = **\$19.54 per barrel**

V. DETERMINING STATE AND EPA PERCENTAGES OF COMBINED STATE AND EPA COSTS

Total Estimated State Past and Future Lorentz Site Costs	\$ 5,190,309
Total Estimated EPA Past and Future Lorentz Site Costs	<u>\$10,852,265</u>
	\$16,042,574

$$\text{State percentage of } \$16,042,574 = (5,190,309 / 16,042,574 = .3235) = 32\%$$

$$\text{EPA percentage of } \$16,042,574 = (10,852,265 / 16,042,574 = .6764) = 68\%$$

¹Based on EPA's July 29, 1994 Waste-In List.

VI. NUMBER OF BARRELS SENT TO THE SITE BY PRIOR SETTLORS WHO ARE DE MINIMIS PARTIES, MULTIPLIED BY STATE PRICE PER BARREL¹

Number of Barrels Attributed to Prior Settlers Who Are De Minimis Parties

Removal Action Group	53,867
Lorentz Shallow Groundwater Task Force	<u>45,836</u>
	99,703

State price per barrel

Total Estimated State Past and Future Lorentz Site Clean Up Costs *divided by* Total Number of Barrels on Waste-in List = Price Per Barrel

$\$5,190,309 / 2,578,440 = \2.01 per barrel

State price per barrel with 100% premium

$\$2.01 + \$2.01 = \$4.02$

Number of Barrels Sent to the Site by Prior Settlers in Who Are De Minimis Parties, Multiplied by State Price Per Barrel

99,703 barrels x \$4.02 = \$400,806

Attachments (available upon request)²

1. California Environmental Protection Agency, Department of Toxic Substances Control estimate of State clean up costs for the Lorentz Barrel and Drum Superfund site, dated July 1, 1994.

¹Based on EPA's July 29, 1994 Waste-In List. Prior settlers are the parties who have entered into agreements with EPA and have undertaken clean up work at the Lorentz Site. Such clean up work is estimated in value to significantly exceed the per barrel assessment of this settlement.

²To obtain a copy of these attachments, please call the Superfund De Minimis Hotline at 1-800-890-4219.

2. U.S. EPA Itemized Cost Summary Reports for the Lorentz Barrel and Drum Superfund site, dated June 28, 1994.
3. Summary of Estimated Costs for the Selected Remedy extracted from EPA's August 26, 1993 Record of Decision (ROD) for Operable Unit 1.
4. March 21, 1994 letter from Sarah Flanagan, counsel for the Lorentz Shallow Groundwater Task Force (Task Force), describing Operable Unit 2 costs.
5. EPA memorandum dated July 18, 1994 from Marcia Preston, ORC, regarding a telephone call with and counsel for the Task Force regarding Operable Unit 2 costs.
6. March 3, 1994 letter from Bruce Klafter, counsel for the Removal Action Group, describing removal action costs.

Consent and Authorization

Henkel Adhesives Corporation on behalf of Adcon Corporation, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Joseph D. Russo

Joseph D. Russo
Chief Executive Officer

TITLE:

DATED:

December 13, 1995

Consent and Authorization

ALCAL ROOFING, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:



TITLE:

GARY S'DAO
ROOFING DIVISION MANAGER

DATED:

NOVEMBER 6, 1995

Consent and Authorization

American Contracting Services
for Bryant Company and American Contracting _____, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY: James C. Austin
TITLE: C. E. O.
DATED: Nov. 27, 1995

Consent and Authorization

Amoco Corporation

[Settling Party]

, by the

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Michelle Roddy

TITLE:

Superfund Liability Manager

DATED:

11/6/95

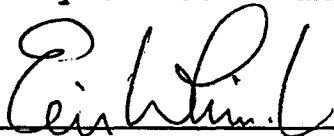
Consent and Authorization

ANACOMP, INC.

_____, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:



Eric Whinston

TITLE:

Vice President

DATED:

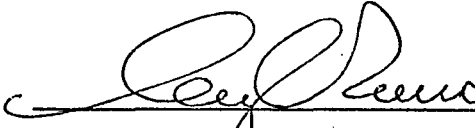
November 7, 1995

Consent and Authorization

ANGRAY MERCHANDISING CORP, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:



TITLE:

Pres. ANGELO FERRO

DATED:

12/11/92

559 6th Street

SAN FRANCISCO, CA 94103


415- 982 0680

Consent and Authorization

B & W Chemicals, Inc., by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:



Steve Brizendine

TITLE:

Vice-President, General Manager

DATED:

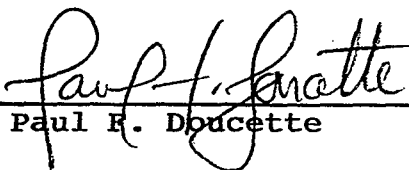
11-16-95

Consent and Authorization

Bell Industries, Inc., a California corporation, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:


Paul R. Doucette

TITLE:

Senior Vice President

DATED:

October 30, 1995.

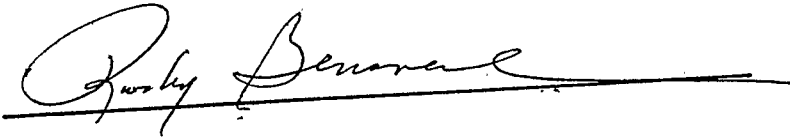
Consent and Authorization

BURKE INDUSTRIES, INC.

[Settling Party]

_____, by the
duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:



TITLE:

President

DATED:

December 15, 1995

Consent and Authorization

Central Solvents & Chemical Co., now known as CHEMCENTRAL Corporation, by the duly authorized representative named, titled and signed below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions thereof.

BY:

A handwritten signature in dark ink, appearing to read "William D. Mulliken", is written over a horizontal line.

William D. Mulliken

TITLE: Vice President & General Counsel

DATED: December 15, 1995

Administrative Order on Consent
U. S. EPA Docket No. 96-01

Consent and Authorization

Chemart Laboratories, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Sandy Reischer for Michael Reischer

TITLE:

President

DATED:

12/22/95

Consent and Authorization

Gaylord Container Corporation, for Crown-Zellerbach Corporation,
by the duly authorized representative named, titled and signed
below, hereby consents to this Administrative Order on Consent
and agrees to be bound by the terms and conditions thereof.

BY: David H. Hinkle
TITLE: Vice President and General Counsel
DATED: February 2, 1996

Administrative Order on Consent
U.S. EPA Docket No. 96-01

Consent and Authorization

James River Paper Company, Inc., and James River Corporation
of Virginia successor to Crown Zellerbach Corporation

, by the
[Settling Party] for Crown Zellerbach Corporation
duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:



TITLE: Senior Vice-President

DATED:

2/1/96

Consent and Authorization

DEL MONTE CORPORATION, by the
[Settling Party]
duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.


BY: Wm. R. George
TITLE: Vice President, Legal Affairs & Secretary
DATED: Dec. 14, 1995

Consent and Authorization

Dopaco, Inc., by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:



TITLE:

Senior Vice President

DATED:

11/12/97

Consent and Authorization

HOUGHTON INTERNATIONAL INC.

[Settling Party]

, by the

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

William F. MacKinnon

TITLE:

President

DATED:

November 22, 1995

Consent and Authorization

THE O'BRIEN CORPORATION, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY: Patricia Houle

TITLE: DIRECTOR OF ENVIRONMENTAL AFFAIRS

DATED: 12/15/95

Administrative Order on Consent
U.S. EPA Docket No. 96-01

FAXED 12/15/95

Consent and Authorization

Sequa Corporation (on behalf of General Printing Ink Co.), by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:



TITLE: Leonard P. Pasculli, Director of Environmental Law

DATED: November 6, 1995

LORENTZ BARREL & DRUM

Administrative Order on Consent
U.S. EPA Docket No. 96-01

Consent and Authorization

Glasforms, Inc.

[Settling Party]

, by the

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Gregory B. Bencharat

TITLE:

Vice President & General Manager

DATED:

October 9, 1995.

Consent and Authorization

_____, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

John G. Thayer

TITLE:

President

DATED:

December 26, 1995

Administrative Order on Consent
U.S. EPA Docket No. 96-01

Consent and Authorization

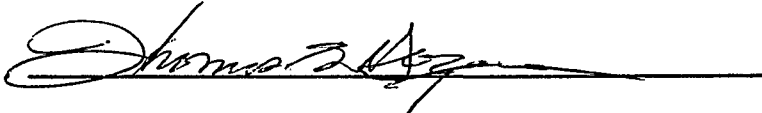
Intel Corporation

[Settling Party]

, by the

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:



TITLE: Vice President, Corporate Materials & Services

DATED: November 22, 1995

LEGAL OK
11/21/95 [Signature] Masterman

Consent and Authorization

INTERNATIONAL PAPER, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Robert J. Colly

TITLE:

General Manager, Label Division

DATED:

November 20, 1995

Consent and Authorization

George Mello, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY: George Mello

TITLE: None

DATED: 10-17-95

LorenTZ

Consent and Authorization

Playtex Products, Inc. for JHIRMACK Enterprises, Inc., by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY: William Stammer

TITLE: Assistant Secretary

DATED: November 21, 1995

Consent and Authorization

John H. Jones, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

John H. Jones

TITLE:

Owner

DATED:

10/6/95

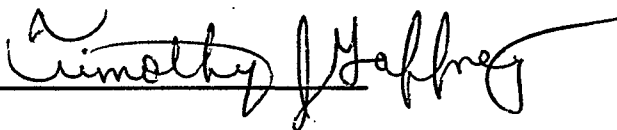
Consent and Authorization

JONES CHEMICALS, INC., by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

TIMOTHY J. GAFFNEY



TITLE:

VICE PRESIDENT, ENVIRONMENTAL AFFAIRS


DATED:

11/9/95

Consent and Authorization

KAISER ALUMINUM & CHEMICAL CORPORATION, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY: 
Charles B. Brown
TITLE: Assistant General Counsel
DATED: November 6, 1995

Consent and Authorization

Kaiser Cement Corporation*

_____, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Jeem Blunk

TITLE:

Assistant Secretary

DATED:

January 26, 1996

*Kaiser Cement Corporation includes Kaiser Cement Corporation, Kaiser
Permanente Cement Corporation, Permanente Cement Co., Kaiser.

January 26, 1996
Larry M. Karanzas

Notarial Seal
Larry M. Karanzas, Notary Public
Pittsburgh, Allegheny County
My Commission Expires April 27, 1999
Member, Pennsylvania Association of Notaries

Administrative Order on Consent
U.S. EPA Docket No. 96-01

Consent and Authorization

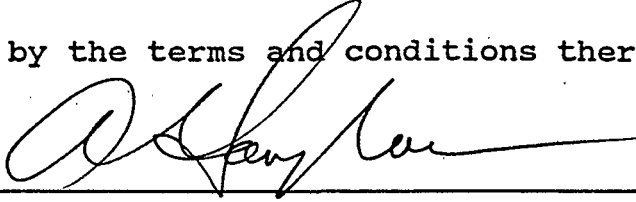
LUBRICATING SPECIALTIES COMPANY

[Settling Party]

, by the

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:



TITLE:

SECTY - TRAs

DATED:

10/6/95

Consent and Authorization

McKesson Corporation (formerly Foremost-McKesson, Inc.)
with former divisions McKesson Chemical and Foremost Foods, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

McKESSON CORPORATION

BY:



Alan Pearce

TITLE:

Assistant Treasurer

DATED:

November 29, 1995

Consent and Authorization

LEVIN ENTERPRISES, INC. FOR MICRO METALICS, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

W. S. Benak
WILLIAM S. BENAK

TITLE:

PRESIDENT
LEVIN ENTERPRISES, INC. FOR MICRO METALICS

DATED:

11-27-95

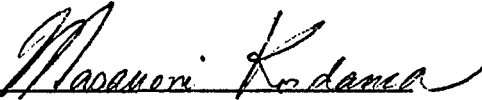
Consent and Authorization

Kawasaki Wafer Technology Inc. (as sucessor in interest to NBK Corp.), by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Masanori Kodama



TITLE:

President

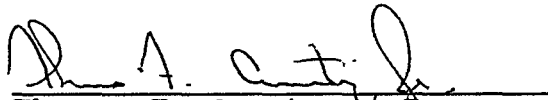
DATED:

November 21, 1995

Consent and Authorization

Quest International Flavors and Food Ingredients Company for Norda, Inc. [Settling Party], by the duly authorized representative named, titled and signed below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions thereof.

BY:


Thomas F. Courtney, Jr.

TITLE: Manager, Regulatory Affairs & Products Safety

DATED: April 4, 1996

Consent and Authorization

OWENS-ILLINOIS, INC. ON BEHALF OF ITSELF AND ITS SUBSIDIARIES, OWENS-BROCKWAY
GLASS CONTAINER INC. SUCCESSORS TO OWENS-ILLINOIS GLASS CO. AND BROCKWAY, INC.,
OI FOREST PRODUCTS FTS INC., AND PACIFIC COAST GLASS CO., LTD., by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Robert J. Towler

TITLE:

Manager, Environmental Affairs

DATED:

11/21/95

Consent and Authorization

M PACIFIC FIBERGLASS INC. _____, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Melvin Krenzler

TITLE: Owner/ President

DATED: Oct. 4, 1995

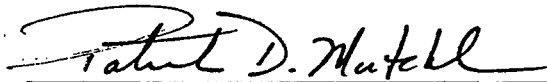
Consent and Authorization

Personal Products Company

_____, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:



TITLE: President

DATED: November 6, 1995

Administrative Order on Consent
U.S. EPA Docket No. 96-01,

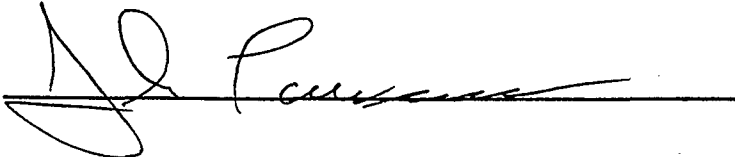
Consent and Authorization

Pyramid Painting, Inc.

, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:



TITLE:

PRESIDENT

DATED:

11-20-95

Consent and Authorization

RAYTHEON COMPANY

, by the

[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Sam Lee
Sam Lee

TITLE:

President, Raytheon Co., Semiconductor Division

DATED:

November 6, 1995

Administrative Order on Consent
U.S. EPA Docket No. 96-01

Consent and Authorization

RHEEM MANUFACTURING COMPANY

_____, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:



Daniel H. Brown

TITLE:

Vice President, Secretary and General Counsel

DATED:

December 18, 1995

Consent and Authorization

Rim Industries
[Settling Party]

, by the

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

John T. Morton

TITLE:

President

DATED:

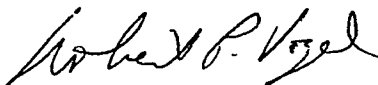
Nov 8, 1995

Consent and Authorization

Rohm and Haas Company, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:



TITLE: Vice President General Counsel

DATED: November 3, 1995

Consent and Authorization

Romic Environmental Technologies Corporation, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Peter Schneider

TITLE:

President

DATED:

12/11/95


Consent and Authorization

SANTA CLARA COUNTY TRANSIT DISTRICT

_____, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:



Peter M. Cipolla

TITLE:

GENERAL MANAGER

DATED:

November 22, 1995

Consent and Authorization

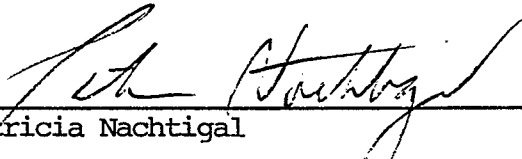
Schlage Lock Company ("Santa Clara Knob")

[Settling Party]

, by the

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:


Patricia Nachtigal

TITLE:

Vice President & General Counsel

Ingersoll-Rand Company

DATED:


November 20, 1995

Consent and Authorization

Philips Semiconductors (formerly Signetics Corporation), by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:


Ray E. Vaden, Sr.

TITLE: Manager Security, Environmental, Health & Safety

DATED:

10-11-91

Consent and Authorization

SIMPSON PAPER COMPANY, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof..

BY: Wayne R. Michigami
Wayne R. Michigami, Esq.

TITLE: Corporate Attorney

DATED: 11/27/95

Consent and Authorization

Stone Products Corporation for Stucco Stone, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:



TITLE: Vice President Production Services

DATED: 12/15/95

Consent and Authorization

STUTTS SCIENTIFIC SERVICE, INC.

[Settling Party]

, by the

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Terrence E. Quinlan

Terrence E. Quinlan

TITLE:

Secretary

DATED:

November 21, 1995

Consent and Authorization

Tandy Corporation, F/D/B/A Tandy Magnetic Media, by the duly authorized
[Settling Party]

representative named, titled and signed below, hereby consents to this
Administrative Order on Consent and agrees to be bound by the terms and
conditions thereof.

TANDY CORPORATION

BY: Robert M. McClure AMC
Robert M. McClure

Title: Senior Vice President

Dated: November 21, 1995

Administrative Order on Consent
U.S. EPA Docket No. 96-01

AMCIEPADOC

Consent and Authorization

Technical Coatings Co.

[Settling Party]

, by the

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:


John T. Rafferty

TITLE:

Secretary and General Counsel

DATED:

November 14, 1995

Administrative Order on Consent
U.S. EPA Docket No. 96-01
Lorentz Barrel and Drum Site
San Jose, CA

Consent and Authorization

Thomas J. Lipton Company, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Lawrence S. Hahn

TITLE: Vice President

DATED: December 21, 1995

Consent and Authorization

TRESCO PAINT CO., INC. OF SAN JOSE, CA, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:


JACK ROULEAU

TITLE:

PRESIDENT

DATED:

DECEMBER 15, 1995

Consent and Authorization

TRICAL, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Hank Mays

TITLE:

CFO

DATED:

December 13, 1995

(408) 637-0195

Consent and Authorization

U.S. Cellulose Co., Inc., by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Fredrick Parkinson

TITLE:

PRESIDENT

DATED:

12.26.95

Consent and Authorization

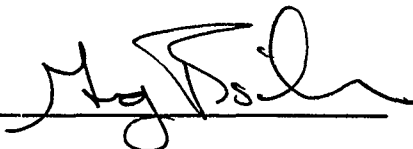
UNISYS CORPORATION

, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Gregory T. Fischer



TITLE:

Vice President Corporate Regulatory Affairs

DATED:

10/16/95

Consent and Authorization

Varian Associates, Inc.

[Settling Party]

, by the

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:



Carl C. Clemm

TITLE:

Director Corporate Facilities

DATED:

11/7/95

Consent and Authorization

Velcon Filters, Inc., by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Paul C. Zyl

TITLE:

PRESIDENT

DATED:

11/21/95

Consent and Authorization

VIC HUBBARD SPEED & MARINE

[Settling Party]

, by the

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Mary Light

TITLE:

VICE PRESIDENT

DATED:

10/31/95

Consent and Authorization

Viking Containers Company, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

John K. Keady

TITLE:

President

DATED:

November 3, 1995

original AK

Consent and Authorization

Wm. Wrigley Jr. Company, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

J. Patrick Causey
J. Patrick Causey

TITLE:

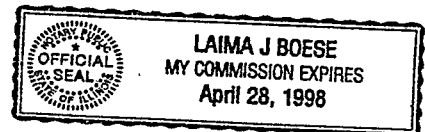
Factory Manager

DATED:

January 9, 1996

Subscribed and sworn before me this 9th day of January, 1996.

Laima J. Boese
Notary Public



Administrative Order on Consent
U.S. EPA Docket No. 96-01

Consent and Authorization

Zygon Corporation, by the
[Settling Party]

duly authorized representative named, titled and signed below,
hereby consents to this Administrative Order on Consent and agrees
to be bound by the terms and conditions thereof.

BY:

Ronald H. Daulton

TITLE:

President

DATED:

11/20/95